

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In Re:)
)
Goodman Networks, Inc.,) Case No. 22-31641 (MVL)
)
Debtor.)
_____)

VIDEOTAPED VIDEOCONFERENCE DEPOSITION OF
CORPORATE REPRESENTATIVE OF PROSPERITY BANK

WITNESS LOCATION: Houston, Texas

Wednesday, September 6, 2023

REPORTED BY:
Katherine West, LCR No. 791, RPR

Page 1

<p>1 Videotaped videoconference deposition of 2 CORPORATE REPRESENTATIVE OF PROSPERITY BANK, beginning 3 at 9:36 a.m. CDT, and ending at 2:51 p.m. CDT, on 4 Wednesday, September 6, 2023, before Katherine West, LCR 5 No. 791, RPR, reporting remotely via videoconference. 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 A P P E A R A N C E S (continued) 2 3 FOR SCOTT SEIDEL, TRUSTEE: 4 MUNSCH HARDT KOPF & HARR, P.C. By: Davor Rukavina, Esq. 5 (via videoconference) 500 North Akard Street 6 Suite 3800 Dallas, Texas 75201 7 214.855.7587 drukavina@munsch.com 8 9 ALSO PRESENT VIA VIDEOCONFERENCE: 10 Scott Seidel 11 Charlotte Rasche 12 Domenico Martorello, Videographer 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
Page 2	Page 4
<p>1 A P P E A R A N C E S 2 3 FOR PROSPERITY BANK: 4 JACKSON WALKER LLP By: Victoria Argeroplos, Esq. 5 (via videoconference) 1401 McKinney 6 Suite 1900 Houston, Texas 77010 7 713.752.4334 vargeroplos@jw.com 8 9 FOR FEDEX SUPPLY CHAIN LOGISTICS & ELECTRONICS, INC.: 10 BUTLER SNOW LLP By: R. Campbell Hillyer, Esq. Adam M. Langley, Esq. 11 (via videoconference) 6075 Poplar Avenue 12 Suite 500 Memphis, Tennessee 38119 13 901.680.7316 cam.hillyer@butlersnow.com adam.langley@butlersnow.com 14 FOR ARRIS SOLUTIONS, INC.: 15 DLA PIPER LLP (US) By: Noah M. Schottenstein, Esq. 16 (via videoconference) 1900 North Pearl Street 17 Suite 2200 Dallas, Texas 75201 18 214.743.4500 noah.m.schottenstein@us.dlapiper.com 19 20 FOR UMB BANK, NATIONAL ASSOCIATION AS INDENTURE TRUSTEE 21 AND THE MAJORITY NOTEHOLDER GROUP: 22 HUNTON ANDREWS KURTH By: Philip M. Guffy, Esq. 23 (via videoconference) 600 Travis Street 24 Suite 4200 Houston, Texas 77002 25 713.220.3802 pguffy@huntonak.com</p>	<p>1 E X A M I N A T I O N I N D E X 2 3 WITNESS: DAVID MONTGOMERY, CORPORATE REPRESENTATIVE OF PROSPERITY BANK 4 5 EXAMINATION BY: PAGE 6 MR. HILLYER 9 7 MR. GUFFY 134 8 MS. ARGEROPLOS 145 9 10 E X H I B I T I N D E X 11 12 EXHIBIT DESCRIPTION PAGE 13 Exhibit 1 Notice to Take Deposition of 10 Prosperity Pursuant to Fed. R. Civ. P. 26 and Fed. R. Bankr. P. 14 7030 15 Exhibit 2 Attachment A: Definitions and 11 Topics for Examination 16 Exhibit 3 Prosperity Bank Business Records 14 Affidavit 17 Exhibit 4 Deposit Account Control Agreement 15 18 Exhibit 5 Loan Agreement dated 7/3/2020 22 19 Exhibit 6 Promissory Note dated 7/3/2020 23 20 Exhibit 7 Loan Agreement dated 8/31/2020 24 21 Exhibit 8 Promissory Note dated 8/31/2020 26 22 Exhibit 9 Security Agreement dated 26 8/31/2020 23 24 Exhibit 10 Security Agreement dated 7/3/2020 28 25</p>
Page 3	Page 5

1	EXHIBIT INDEX		
2	(continued)		
3			
4	EXHIBIT	DESCRIPTION	PAGE
5	Exhibit 11	Pledge and Security Agreement dated 8/31/2020	29
6	Exhibit 12	Pledge and Security Agreement dated 1/8/2021	31
7	Exhibit 13	Assignment of Deposit Account	34
8	Exhibit 14	Prosperity Bank Statement dated 10/31/2021	39
9	Exhibit 15	Prosperity Bank Statement dated 10/31/2021	44
10	Exhibit 16	Letter from Jessica Freedson to Michele Ross and Eric Schaffer dated 8/31/2022	51
11	Exhibit 17	Loan Statement for Loan Account 1087915	60
12	Exhibit 18	Notice of Exclusive Control, Account Control Agreement, dated 8/16/2022	64
13	Exhibit 19	Email Chain; Top Email from Michele Ross to Jordan Yenne, Bater Bates, cc: Kathleen LaManna, Susan Jacobsen, Michael Doty, and Gavin Wilkinson, dated 8/19/2022, Subject: "RE: Goodman DACAs"	65
14	Exhibit 20	Letter from Michele Ross to Prosperity Bank, Attn: Jordan Yenne, dated 8/22/2022	84
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
			Page 6

1	EXHIBIT INDEX		
2	(continued)		
3			
4	EXHIBIT	DESCRIPTION	PAGE
5	Exhibit 21	Prosperity Bank's Reply to the Joint Response and Objection of FedEx Supply Chain Logistics & Electronics, Inc., and ARRIS Solutions, Inc., to Trustee's Amended Motion for Approval of Compromise and Settlement with Prosperity Bank and UMB Bank, National Association	88
6	Exhibit 22	Email from Michele Ross to Jessica Freedson and Joel Mattson, cc: Eric Schaffer and Kathleen LaManna dated 8/31/2022, Subject: "Goodman Networks"	96
7	Exhibit 23	Email Chain; Top Email from Bater Bates to John Goodman, cc: David Parham and Andrea Hartley, dated 10/31/2022, Subject: "RE: Goodman - Extension Instructions of D&O coverage"	101
8	Exhibit 24	Email Chain; Top Email from David Parham to Bater Bates and jg@goodmannetworks.net, cc: Andrea Hartley, dated 10/31/2022, Subject: "RE: Goodman funds at Prosperity"	106
9	Exhibit 25	Email Chain; Top Email from David Parham to Bater Bates and jg@goodmannetworks.net, cc: Andrea Hartley, dated 10/31/2022, Subject: "RE: Goodman funds at Prosperity" (Re-stamped)	106
10	Exhibit 26	Email Chain; Top Email from John Goodman to Bater Bates dated 1/4/2023, Subject: "Re: Prosperity Funds"	110
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
			Page 7

1	EXHIBIT INDEX		
2	(continued)		
3			
4	EXHIBIT	DESCRIPTION	PAGE
5	Exhibit 27	Email from Bater Bates to John Goodman, cc: James Goodman, Zachary Wiebe, and Taylor Burns, dated 1/31/2023, Subject: "Term Loan"	114
6	Exhibit 28	Email Chain; Top Email from David Montgomery to James Goodman and John Goodman dated 3/6/2023, Subject: "Re: EXTERNAL: Endeavor/Goodman - Due Diligence Items"	117
7	Exhibit 29	Email Chain; Top Email from David Montgomery to James Goodman dated 3/24/2023, Subject: "RE: EXTERNAL: Prosperity Bank - Notice of Default"	120
8	Exhibit 30	Prosperity Bank Procedure - Critical Alert Add, Change or Delete	123
9	Exhibit 31	Prosperity Bank Proof Daily Transaction Journal	124
10	Exhibit 32	Prosperity Bank's Responses to FedEx Supply Chain Logistics & Electronics, Inc.'s and ARRIS Solutions, Inc.'s Requests for Admission and Interrogatories	129
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
			Page 8

1 HOUSTON, TEXAS; WEDNESDAY, SEPTEMBER 6, 2023

2 9:36 a.m. CDT - 2:51 p.m. CDT

3 *****

4 THE VIDEOGRAPHER: It's Wednesday,

5 September 6, 2023. We are on the record at 9:36 a.m.

6 This is the video-recorded deposition of

7 corporate representative of Prosperity Bank, David

8 Montgomery, taken in the matter of In Re: Goodman

9 Networks, Inc.

10 This deposition is being held remotely via

11 Zoom. My name is Domenico Martorello. I'm the

12 videographer representing Veritext.

13 At this time, I'll now turn it over to our

14 court reporter to swear in the witness.

15 DAVID MONTGOMERY,

16 the witness herein, having been first duly sworn, was

17 examined and testified as follows:

18 EXAMINATION

19 BY MR. HILLYER:

20 Q Good morning, Mr. Montgomery. My name is Cam

21 Hillyer with the law firm of Butler Snow, and I

22 represent FedEx. I appreciate you making time for us

23 this morning.

24 As an initial matter, I'm going to publish the

25 notice of -- I'm sorry. It's already published, the

Page 9

<p>1 notice of deposition. 2 (Exhibit 1 was marked for identification.) 3 BY MR. HILLYER: 4 Q Can you see that? 5 A Yes, sir. I've seen it. 6 Q Okay. And this is a Rule 30(b)(6) deposition 7 of Prosperity Bank, and it's my understanding that you 8 had been designated by the bank to testify on the 9 matters that had been identified that we'll go through 10 in a second. 11 Is that correct? 12 A Yes, sir. That's true. 13 Q Okay. Before we get into the topics, can you 14 state your full name. 15 A David Robert Montgomery. 16 Q Okay. And, Mr. Montgomery, what is your 17 position at the bank? 18 A Senior vice president and director of special 19 assets. 20 Q Okay. How long have you worked at the bank, 21 Mr. Montgomery? 22 A Since the merger with LegacyTexas. It will be 23 four years in November. 24 Q And let me stop before I go further. 25 Have you ever testified in a deposition</p> <p>Page 10</p>	<p>1 Q Okay. And I'll direct you to page 2 of 2 Exhibit 2. 3 A Yes, sir. I'm on that page. 4 Q Okay. You see there are 20 enumerated topics 5 for examination on that; is that correct? 6 A Yes, sir. 7 Q Okay. Have you gone over all 20 topics with 8 your counsel? 9 A Yes, sir, I have. 10 Q Okay. Are you prepared to testify today as to 11 all of those 20 topics? 12 A Yes, sir, I am. 13 Q Okay. Are there any topics on which you are 14 not prepared to testify? 15 A No, sir. I don't believe so. 16 Q Okay. Thank you. 17 Let's talk about your preparation for this 18 deposition, and I'll start with a disclaimer. When I 19 ask you if you spoke with your attorney, I'm not asking 20 you for the substance of that conversation. I'm just 21 asking you for a yes or no, did you speak with your 22 attorney. 23 Is that clear? 24 A Understood. 25 Q Okay. Who did you speak with in preparation</p> <p>Page 12</p>
<p>1 before? 2 A Yes, sir. 3 Q Okay. So I won't talk over you. You don't 4 talk over me. No hand gestures, anything like that. If 5 you ever need me -- or don't understand a question, just 6 ask me and I'll repeat it. 7 A Understood. 8 Q Okay. And what's your education, 9 Mr. Montgomery? 10 A I have a bachelor's. 11 Q From? 12 A Southwest Texas State in finance. 13 Q Okay. And how long have you been working in 14 the banking industry? 15 A Since July of 2015. Prior to that, I was with 16 the Texas Department of Banking as a banking regulator 17 for a little more than ten years. 18 Q So you've been in the banking world for almost 19 two decades? 20 A Yes. 21 (Exhibit 2 was marked for identification.) 22 BY MR. HILLYER: 23 Q The next topic -- the next exhibit is the 24 30(b)(6) topics. Can you see those? It's Exhibit 2. 25 A Okay. Yes, sir. I can see those.</p> <p>Page 11</p>	<p>1 of this deposition for the 20 topics? 2 A With Victoria who is counsel representing the 3 bank from Jackson Walker; with internal counsel, general 4 counsel, Charlotte Rasche, and Jessica Freedson, her 5 colleague; and primarily with two folks at the bank, 6 Bater Bates and Ana McCollum. 7 Q Okay. Is there anyone else at the bank that 8 you spoke with regarding these topics? 9 A No, sir. Not beyond -- 10 Q I'm sorry. 11 A I'm sorry. 12 Q I'm sorry. I meant to clarify. Nonlegal. 13 A No, sir. Nothing beyond we had this today and 14 I'll be out of the bank. 15 Q Okay. So -- but you spoke with other people 16 about being absent today, but you spoke with Bater Bates 17 and Ana McCollum about the substance of the topics; is 18 that correct? 19 A Yes, sir. Yes, sir. You have that correct. 20 Q Okay. Thank you. 21 So, Mr. Montgomery, as everything in this 22 case, it's a little convoluted. I'm going to try to go 23 chronologically. It's the best way for us to stay 24 organized. I will apologize in advance if I jump around 25 with the exhibits, but I will try to make it as</p> <p>Page 13</p>

<p>1 seamlessly as possible chronologically. 2 Before we get into our first substantive 3 exhibit, I'm going to introduce an affidavit, business 4 records affidavit from the bank, as Exhibit 3. 5 (Exhibit 3 was marked for identification.) 6 BY MR. HILLYER: 7 Q Do you see that? 8 MR. LANGLEY: It's not there yet. 9 MR. HILLYER: Oh. Apologize. 10 MR. LANGLEY: Should be there now. 11 BY MR. HILLYER: 12 Q It should be published now. 13 A Okay, sir. I've seen it. 14 Q Okay. And that affidavit -- are you familiar 15 with Jill Lindsey? 16 A Yes, sir, I am. She's in our information 17 technology department. 18 Q Okay. And this is an affidavit from the 19 custodian of records that relates to specific, I will 20 call them -- are you familiar with Bates numbered? 21 A Yes, sir. 22 Q Okay. Specific batches of Bates numbers 23 starting with Prosperity 1 through 16 thousand 77 -- or 24 16775; Prosperity 17051 and 17060; and the third batch 25 is 17207 and through 17220.</p> <p style="text-align: right;">Page 14</p>	<p>1 that appears to be a number that is outside of the 2 custodial affidavit that we just looked at which stops 3 at 17060 and restarts at 17207. 4 Do you see that? 5 A First page is 017076. You can go back to -- 6 that was the custodial -- give us one second, please. 7 Q Sure. 8 MS. ARGEROPLOS: Cam, I can explain this if 9 you want me to. It's not something that David would 10 know. But -- 11 MR. HILLYER: Okay. 12 MS. ARGEROPLOS: I'm happy to clear that up if 13 I need to. 14 MR. HILLYER: Well, okay. Just hold that for 15 a second. 16 BY MR. HILLYER: 17 Q The question I was going to ask Mr. Montgomery 18 is is this deposit account control agreement a document 19 that is -- was kept in the records of Prosperity in the 20 regular course of business and should be included on 21 that affidavit? 22 A That's my understanding, yes. 23 Q Okay. And this deposit control agreement is 24 dated May 31, 2017; is that correct? 25 A Yes, sir.</p> <p style="text-align: right;">Page 16</p>
<p>1 Is that correct? 2 A Yes, sir. 3 Q Okay. 4 A Yes. 5 Q With respect to the gaps in there between 6 166 -- 16775 and 17051, do you have an understanding why 7 those documents are excluded from the custodial 8 affidavit? 9 A No, sir. 10 Q Okay. Do you have any knowledge of why 17060 11 to 17207 is excluded from the custodial affidavit? 12 A No, sir. 13 Q Okay. I'll introduce the next exhibit, which 14 will be 4, and it will be Bates number 17181, which is a 15 deposit account control agreement. 16 (Exhibit 4 was marked for identification.) 17 BY MR. HILLYER: 18 Q It should be there now. 19 A Yes, sir. I see it. 20 Q And for the record, I incorrectly stated the 21 Bates number. It's 17076. 22 And have you seen this document before? 23 A Yes, sir. 24 Q Pardon me. Give me one second. Apologize. 25 And this document is Bates-stamped 17076, and</p> <p style="text-align: right;">Page 15</p>	<p>1 Q Okay. And I'll ask you a broad question. Are 2 you familiar with the deposit account control 3 agreements? 4 A Yes, sir. 5 Q Okay. And you see the depository bank for 6 this, and I'm going to use the term "DACA" just for -- 7 to shorten it. 8 For this deposit account control agreement for 9 Account Number 3992, the depository bank is LegacyTexas 10 Bank; is that correct? 11 A Yes, sir. 12 Q Okay. Were you at LegacyTexas Bank in 13 May 31st of 2017? 14 A Yes, sir. I joined the bank in July of 2015. 15 Q Okay. Do you -- were you involved with this 16 DACA in 2017, either the review of it or the execution 17 of it? 18 A No, sir. 19 Q Okay. Did you have any knowledge of this DACA 20 in May of 2017? 21 A No, sir. 22 Q Okay. While you were at LegacyTexas Bank, 23 what was your position? 24 A I was in a similar role there. I can't 25 remember my exact title. I think it was chief</p> <p style="text-align: right;">Page 17</p>

<p>1 operational risk officer, but the scope of the duties 2 were largely the same as the ones I have now. 3 Q Okay. Did you have any involvement with 4 Goodwin -- Goodman Networks, Incorporated, while at 5 LegacyTexas? 6 A Maybe in a limited credit approval or review 7 role, but otherwise, no. 8 Q Okay. 9 A And just to clear it, I'm not sure that 10 Goodman Networks, Incorporated, was ever a borrower at 11 LegacyTexas. I know they were a depositor. 12 Q Okay. But you weren't involved with Goodman 13 Networks' deposit accounts at LegacyTexas? 14 A No, sir. 15 Q Okay. And you understand that the first lien 16 secured party is US Bank National Association in this 17 DACA for Account 3992? 18 A Yes, sir. 19 Q Okay. And in your experience at the bank, 20 what is the bank's role in executing a DACA agreement? 21 A I would say it's primarily acknowledgment that 22 it exists. 23 Q Does -- I'm sorry. An acknowledgment that 24 what exists? 25 A That there's a deposit account control</p> <p style="text-align: right;">Page 18</p>	<p>1 Do you understand what that means? 2 A Yes, sir, I do. And I would go further to say 3 that I would call that customary in a situation like 4 this. 5 Q Okay. Well, what does that mean to you in 6 terms of the bank's position as to the first lien 7 secured party? 8 A Exactly what the subsection said. It's 9 subordinate. 10 Q Okay. Let's fast-forward to -- to July of 11 2020. In July of 2020, were you at Prosperity Bank? 12 A Yes, sir. 13 Q Okay. And are you familiar with loans made by 14 Prosperity Bank to what I will identify or use as 15 forward -- going forward the Genesis parties, but I'm 16 speaking specifically as to Genesis Networks Telecom 17 Services, LLC, and Genesis Networks Global Services, 18 LLC? 19 A Yes, sir. I'm familiar. 20 Q Okay. Were you involved in those loans? 21 A I believe I was involved in the approval of 22 those loans. Yes, sir. 23 Q Okay. And when you say "loans," you 24 understand there are two separate loans? 25 A Yes, sir. There's a \$3 million revolving</p> <p style="text-align: right;">Page 20</p>
<p>1 agreement in favor of a secured party by a company or a 2 depositor. 3 Q Okay. In your experience, does a depository 4 bank that executes a DACA take on duties pursuant to 5 that -- 6 A Yes, sir. We're party to the agreement. 7 Q Oh, okay. And what are some of the duties 8 that the depository bank has under a DACA -- or, I'm 9 sorry, this specific DACA? 10 MS. ARGEROPLOS: Objection. Form. 11 You can go ahead and answer. 12 THE WITNESS: I would call them fiduciary. 13 BY MR. HILLYER: 14 Q In this particular DACA, I'll direct you to 15 page 2, paragraph 5. And if you need to review it. 16 A Just to clarify, not to interrupt, paragraph 5 17 or Section 5? 18 Q Numbered paragraph 5, "Subordination by 19 Depository Bank." 20 A Thank you. Okay. 21 Q Okay. And direct you to the second sentence 22 in that. "Depository bank hereby subordinates any 23 statutory or contractual right or claim of offset or 24 lien resulting from any transaction which involves the 25 deposit account."</p> <p style="text-align: right;">Page 19</p>	<p>1 credit facility, and there was a slightly less than 2 \$2 million term loan facility, is my understanding. 3 Q Okay. And what would your role be, I believe 4 you said, as approval? 5 A Myself with one other party, Sam Duff, would 6 review the loan and approve it or decline it. 7 Q Okay. And who at the bank would be the 8 primary person responsible for bringing that loan -- 9 those two loans to you for approval? 10 A The loan officer would bring a loan for 11 approval. 12 Q Okay. And who was the loan officer on those 13 two loans? 14 A Bater Bates. 15 Q Okay. 16 A He's a managing director in our 17 entrepreneurial finance group. 18 Q Okay. 19 A Not to interrupt you, Cam. I may have his 20 title slightly off, but I'm in the ballpark. 21 Q Understand. 22 And so when these loans -- and I'm just going 23 to call them -- and please ask me to be more specific. 24 I'm going to call them "the Genesis loans." 25 To your understanding, one loan was in</p> <p style="text-align: right;">Page 21</p>

<p>1 July 3rd of 2020 and one loan was August 31st of 2020. 2 Does that sound about right? 3 A Yes, sir. That time frame sounds correct. 4 Q Okay. And when you approve -- you said -- 5 what was the aggregate amount of these two loans? 6 A Slightly less than \$5 million. 7 Q Okay. Let's talk about Loan 1 first, which is 8 the loan dated July 3, 2020. 9 MR. HILLYER: Can you mark the Prosperity 1? 10 MR. LANGLEY: Exhibit 5. 11 (Exhibit 5 was marked for identification.) 12 BY MR. HILLYER: 13 Q You should have Exhibit 5. 14 A Okay. Thank you. I've got it. 15 Q Okay. And this is a loan agreement between 16 Prosperity Bank dated July 3, 2020, with Genesis 17 Networks Telecom and Genesis Networks Global as the 18 borrowers and James Goodman as the guarantor. 19 Is that correct? 20 A Yes, sir, that's correct. 21 Q Okay. And you said this loan is approximately 22 how much? 23 A On page -- page 4, 1.19, the maximum loan 24 amount was \$3 million. 25 Q Okay. And so when you approve this loan, do</p> <p style="text-align: right;">Page 22</p>	<p>1 give me a second as we go to get familiar with the 2 document a little bit. 3 Q Absolutely. Take as much time as you want. 4 A Okay. I have it. Go ahead. 5 Q Okay. Is that the promissory note for 6 \$3 million that evidences the proposed indebtedness from 7 the loan agreement which was Exhibit 5? 8 A Yes, sir. Appears to be so. 9 Q Okay. And the date on this is July 3, 2020. 10 A Yes, sir. 11 Q Okay. Now, do you know at the time this loan 12 was made, Loan 1 in July of 2020, was this a secured 13 promissory note or an unsecured promissory note? 14 A It was secured. You can tell that by the 15 section I referenced earlier, 1.19, has a lesser amount, 16 so the loan was subject to a borrowing base, and the 17 borrowing base would have been generated from the 18 accounts receivable due to your obligor parties here, 19 Genesis Networks Telecom and Genesis Networks Global. 20 Q Okay. So it's your understanding that on 21 July 3rd of 2020, this was a secured loan? 22 A Yes, sir. I believe that to be true. 23 Q The next publish will be Prosperity 00151. 24 (Exhibit 7 was marked for identification.) 25 THE WITNESS: I can toggle between exhibits if</p> <p style="text-align: right;">Page 24</p>
<p>1 you meet with anyone from Genesis Networks Telecom or 2 Genesis Networks Global? 3 A As a matter of form, I mean, I could meet with 4 a borrower ahead of time or not. Specific to this 5 transaction, I did not. 6 Q Okay. Did you discuss this transaction with 7 James Goodman? 8 A No, sir. Not at this time. 9 Q Okay. 10 A I don't come to interact with James on a 11 personal level until probably early this year or late 12 last year. 13 Q I'm sorry. Say that again. 14 A I've never actually met James, but I don't 15 come to talk with him or communicate with him directly 16 until either late last year or very early this year, 17 2023. 18 Q Thank you. 19 So the next exhibit, which will be Exhibit 6, 20 will be the Prosperity 00023. 21 (Exhibit 6 was marked for identification.) 22 BY MR. HILLYER: 23 Q Just let me know when you get it. Sometimes 24 it takes a little while for it to publish. 25 A Yes, sir. Understood. And if you'll just</p> <p style="text-align: right;">Page 23</p>	<p>1 I want? 2 MS. ARGEROPLOS: Yeah. 3 THE WITNESS: Okay. Thank you. 4 MR. LANGLEY: 7 is published. 5 THE WITNESS: Just one second. It hasn't 6 populated. 7 BY MR. HILLYER: 8 Q Some days the internet is slow. 9 A Okay. Thank you. 10 Q Okay. And, Mr. Montgomery, that is also a 11 loan agreement between Prosperity Bank and Genesis 12 Networks Telecom and Genesis Networks Global and James 13 Goodman as guarantor but with a different date of 14 August 31, 2020; is that correct? 15 A Yes, sir. 16 Q Okay. And do you know -- do you know why a 17 second loan agreement was done approximately, I'm going 18 to say, 60 days after the first loan agreement was done? 19 A I can't speak to the difference in timing. I 20 can tell you that it was my understanding that both the 21 loans were being negotiated simultaneously. 22 Q But you -- you agree that the two loans are 23 approximately 57 days apart? 24 A Yes, sir. 25 Q Okay.</p> <p style="text-align: right;">Page 25</p>

<p>1 MR. HILLYER: Go ahead and publish 000168, 2 please. 3 (Exhibit 8 was marked for identification.) 4 BY MR. HILLYER: 5 Q Can you see Exhibit 8, Mr. Montgomery? 6 A Just pulling that up now, sir. Yes, sir. 7 This looks to be the promissory note that corresponds to 8 the prior exhibit's agreement -- loan agreement. 9 Q So this is a promissory note for 10 \$1.948 million dated August 31st of 2020, and you're 11 saying that it corresponds with the loan agreement that 12 was Exhibit 7? 13 A Yes, sir. I believe that to be true. 14 Q Okay. 15 MR. HILLYER: Go ahead and publish Prosperity 16 000174, please. This will be Exhibit 9. 17 (Exhibit 9 was marked for identification.) 18 BY MR. HILLYER: 19 Q Do you see that? 20 A Still waiting for it to populate on our end. 21 Okay. I see that. 22 Q Okay. And that's the security agreement; 23 correct? 24 A Yes, sir. 25 Q Okay. And that's the security agreement dated</p> <p style="text-align: right;">Page 26</p>	<p>1 but I don't think you need a security agreement in all 2 matters, and we defined what our collateral was in the 3 loan agreement as well. 4 Q Okay. You're going to have to -- you're 5 saying you don't need a security agreement in all 6 matters? 7 A I don't think all loans have security 8 agreements, no. But that doesn't mean that the first 9 one did or didn't. I just don't know. 10 Q Give me one second. 11 All right. Let's go ahead -- we're looking 12 for that security agreement right now. 13 A Understood. 14 Q Let's go ahead and -- hold on. Give me one 15 second. Apologize for the delay. We're trying to 16 upload that security agreement you referenced. 17 A You don't need to apologize to me for 18 technological delays. I get it. 19 Q Appreciate that. 20 (Exhibit 10 was marked for identification.) 21 BY MR. HILLYER: 22 Q Exhibit 10 should be available now. 23 A Okay. I have it. 24 Q All right. And in that security agreement, 25 that date corresponds with Loan 1; is that correct?</p> <p style="text-align: right;">Page 28</p>
<p>1 August 31st of 2020? 2 A Yes, sir. 3 Q Okay. And the collateral for the security 4 agreement is all business assets of the debtor, without 5 limitation, all accounts, equipment, inventory, chattel 6 paper, contract rights, and general intangibles; is that 7 correct? 8 A Yes, sir. 9 Q Okay. And what is the obligation for the 10 security agreement as set forth in the "Obligation" 11 section at the bottom of page 1? 12 A I guess I don't fully understand the question. 13 Q Okay. The obligation for this security 14 agreement says "Note: Date: August 31, 2020. Amount: 15 1,948,427." Is that correct? 16 A Yes, sir. 17 Q Okay. This is not a security agreement which 18 identifies Loan 1 -- is that correct? -- for the 19 \$3 million? 20 A No, sir. This security agreement would tie to 21 the prior two exhibits. 22 Q Okay. Do you know -- is there a security 23 agreement dated July 3, 2020, that corresponds with 24 Loan 1? 25 A I don't know. I would assume there would be,</p> <p style="text-align: right;">Page 27</p>	<p>1 A Yes, sir. 2 Q Okay. And what is the collateral identified 3 in that security agreement? 4 A You want to point me in the direction of the 5 collateral definition? 6 Q You can either look on the front page of the 7 security agreement, "Classification of Collateral," 8 which will also refer to the schedule at the end. 9 A Looks like it's specifically defined as the 10 accounts receivable of the borrowing entities. 11 Q Okay. Thank you. 12 Let's go next to Prosperity 000184. 13 (Exhibit 11 was marked for identification.) 14 BY MR. HILLYER: 15 Q It will be Exhibit 11. 16 A Yes, sir. It just populated on our end. 17 Okay. I have that document. 18 Q Okay. And that's a pledge and security 19 agreement between Prosperity Bank and James Goodman Jr.; 20 is that correct? 21 A Yes, sir. 22 Q And is dated August 31, 2020, which is the 23 same date as Loan Number 2; is that correct? 24 A Yes, sir. 25 Q Okay. And in this pledge and security</p> <p style="text-align: right;">Page 29</p>

<p>1 agreement, Mr. Goodman pledges his partnership interest 2 in Goodman MBE Group LP, a Texas limited partnership; is 3 that correct? 4 A Yes, sir. 5 Q Okay. Are you familiar with Goodman MBE Group 6 LP? 7 A No, sir. That's not an entity I'm familiar 8 with. 9 Q Okay. 10 A If I had to guess just based on experience, it 11 very well could have been the entity that owned the two 12 secured parties, but that's just speculation. 13 Q That owned the two secured parties? 14 A Obligors, better said. 15 Q Okay. So let's take a snap -- a snapshot 16 picture. So August 31, 2020, is the date that Loan 17 Number 2 was issued by the bank; is that correct? 18 A Yes, sir. 19 Q Okay. So as of August 31, 2020 -- or let's 20 use one day in advance, September 1 of 2020, you've got 21 two loans outstanding for roughly \$4.95 million 22 combined, and the borrowers are two Genesis entities 23 with a guarantor of James Goodman; is that correct? 24 A Yes, sir. 25 Q Okay. And the collateral at that time would</p> <p style="text-align: right;">Page 30</p>	<p>1 after Loan 2 was -- Loan 1 and Loan 2 were consummated. 2 Do you agree with that? 3 A Yes, sir. 4 Q Okay. Do you have any knowledge -- I have not 5 seen it. Is John Goodman obligated on the either Loan 1 6 or Loan 2? 7 A No, sir, he was not. 8 Q Okay. Do you know why John Goodman would 9 pledge his interest in Goodman MBE Group? 10 MS. ARGEROPLOS: Objection. Form. 11 THE WITNESS: I mean, it might be good to give 12 a little background on kind of the relationship between 13 John and James. Obviously, brothers. But kind of that 14 gave arise to some of this debt. Would that be helpful? 15 BY MR. HILLYER: 16 Q Sure. Well, let me ask this. I thought you 17 said that you did not know James Goodman until late last 18 year. Are you familiar with John Goodman? 19 A Yes, sir. Again, didn't talk to him until 20 probably late last year as well, but I -- give me a 21 little leeway here, Cam, and I'll fill in a little gap 22 here that I think you may be having. 23 Q Okay. Please explain to me January 2021 and 24 what's going on with these loans. 25 A I mean, this particular document looks like a</p> <p style="text-align: right;">Page 32</p>
<p>1 be all assets of the Genesis borrowers pursuant to the 2 Security Agreement Number 1 and also all accounts of the 3 borrowers pursuant to Security Agreement Number 2? 4 A Yes, sir. I mean, the security agreement on 5 Number 2 is just a broad UCC-1 filing, is what it looks 6 like. 7 Q Okay. Okay. In addition to the collateral 8 given by the Genesis entities, there is also a pledge 9 and security agreement from Mr. James Goodman, the 10 guarantor, of his membership interest in Goodman MBE 11 Group? 12 A Yes, sir. 13 Q Okay. Let's go ahead and publish Prosperity 14 000238. 15 (Exhibit 12 was marked for identification.) 16 BY MR. HILLYER: 17 Q It will be Exhibit 12. 18 A Okay. I have that document. 19 Q Okay. And that is also a pledge and security 20 agreement with Prosperity Bank, but this time it's with 21 John Goodman; is that correct? 22 A Yes, sir. 23 Q Okay. And it's dated January 8, 2021. 24 A Yes, sir. 25 Q Okay. And that's approximately five months</p> <p style="text-align: right;">Page 31</p>	<p>1 cleanup document. To me, it appears that John owns some 2 of Goodman MBE as well based on the nature of Section 1 3 of that agreement. 4 The bank had an obligation for the exact 5 amount of the term loan to Mr. Goodman's trust, which 6 owned a variety of his business investments. That 7 relationship and that note performance was strained at 8 or around the time we did the two facilities to the 9 Genesis entities. And James took on John's trust 10 obligation as part of that transaction. 11 So, for me, John was generally uncooperative 12 throughout, call it, 2020 and even before. It doesn't 13 surprise me that we have a cleanup document. John would 14 go radio-silent or missing for big periods of time. 15 Also, obviously in this time frame, our 16 majority interaction on a lending basis is with James. 17 So I'm not giving you a whole lot of factual 18 circumstance here, but it doesn't surprise me that we're 19 not talking to John and we had a document that we 20 potentially needed and just because our primary 21 interaction is with James and with James's entities. 22 Q Okay. Thank you for that explanation. 23 So were you talking with John Goodman in the 24 2020 and 2021 -- early 2021 time period? 25 A No, sir.</p> <p style="text-align: right;">Page 33</p>

<p>1 Q Okay. Who would have been talking with John 2 Goodman?</p> <p>3 A Primarily Bater and his team. Bater or Jordan 4 Yenne or Taylor Burns would comprise the lending team of 5 that group.</p> <p>6 Q Okay. As promised, chronologically, let's 7 move forward to 000123. 8 (Exhibit 13 was marked for identification.) 9 BY MR. HILLYER:</p> <p>10 Q You should see Exhibit 13 now.</p> <p>11 A Yes, sir. We're still waiting for that to 12 populate.</p> <p>13 Okay. I see that document.</p> <p>14 Q Okay. And that's an assignment of deposit 15 account; correct?</p> <p>16 A Yes, sir.</p> <p>17 Q Okay. And the grantor of this assignment is 18 Goodman Networks, Incorporated?</p> <p>19 A Yes, sir.</p> <p>20 Q Is that correct? Okay.</p> <p>21 Goodman Networks, Incorporated, was not a 22 borrower or guarantor of the Genesis Loans 1 or 2; is 23 that correct?</p> <p>24 A Correct.</p> <p>25 Q Okay. And in this assignment of deposit</p> <p style="text-align: right;">Page 34</p>	<p>1 of our security agreement, UCC and whatnot.</p> <p>2 And in exchange for allowing those things to 3 happen, we took an assignment of this deposit account 4 as, effectively, substitution collateral.</p> <p>5 Q Thank you.</p> <p>6 So you can go back and look at the document if 7 you're not sure. So the Checking Account 3992, that's 8 the same account that's subject to the DACA, which was 9 Exhibit 3; is that correct?</p> <p>10 A Yes, sir.</p> <p>11 Q Okay. And let's talk specifically about the 12 3992 account but in bank operational terms.</p> <p>13 When an account is subject to a DACA, how is 14 it reflected on that account internally at the bank?</p> <p>15 A So everything happens in the core system. 16 Just think about that as our primary system of record. 17 There will be a flag. I don't know if that's a yes, no, 18 or 1, 0, but it's something like that that indicates the 19 presence of a DACA on an account.</p> <p>20 Q So would Prosperity have known at this time 21 that the collateral described was subject to a DACA?</p> <p>22 A I would tell you we should have known, but if 23 you'll grant me a little bit of leniency again, I'll 24 fill in some blanks here.</p> <p>25 Q Okay. Well, I'll ask the question. Just yes</p> <p style="text-align: right;">Page 36</p>
<p>1 account, the collateral description is what? The third 2 line down.</p> <p>3 A Checking Account Number 70173992.</p> <p>4 Q With lender with a hold amount of \$4,660,000?</p> <p>5 A Yes, sir.</p> <p>6 Q Okay. And do you know how this assignment -- 7 strike that.</p> <p>8 What do you know was going on in October 25th 9 of 2021 with the Genesis Loans 1 or 2?</p> <p>10 A Both loans are performing as agreed, the 11 revolver and the term loan.</p> <p>12 At or around kind of the third quarter of this 13 year, James approached the bank and had interest in 14 moving some or all of assets that secured our Genesis 15 Networks facilities into a new entity, and Endeavor I 16 believe was the name of that entity.</p> <p>17 I think at or around this time, one of our two 18 obligors was also being sold. And so the bank -- when 19 we looked at these two entities, I believe, again, under 20 one holding company, one had a meaningful amount of cash 21 flow and one had a meaningful amount of collateral just 22 based on how they did their internal accounting.</p> <p>23 And when one was to be sold and the remaining 24 assets of another were to be transferred, the bank had 25 blocking rights over that transaction just by the nature</p> <p style="text-align: right;">Page 35</p>	<p>1 or no. Did you know?</p> <p>2 A We did not know at the time that the account 3 was subject to DACA. It wasn't on our system as such.</p> <p>4 Q Why was it not on your system?</p> <p>5 A I don't know that we have a great answer to 6 that. So the legal close of the Legacy-Prosperity 7 merger was November 1 of 2019, and we did a system 8 conversion, I believe, around May of 2020.</p> <p>9 For whatever reason, the flag, we believe, was 10 removed from this particular account. Our research on 11 that indicates there may or may not have been kind of a 12 lot of coming and going with who deposit accounts were 13 pledged to and for the benefit of. So because that 14 account was designated with, again, I'll just call it a 15 "no" field on the deposit account control agreement, it 16 came over in May of 2020 with that same "no" field.</p> <p>17 And so when this account was offered as 18 substitution collateral, we went to look to see if it 19 was subject to a variety of controls; right? Holds on 20 other loans, a deposit account control agreement. It 21 could be a variety of reasons that had a flag that 22 indicated a hold. But at the time we did this, our 23 records didn't have any evidence of that.</p> <p>24 Q Okay. And who would have negotiated this 25 assignment of deposit account in October of 2021 on</p> <p style="text-align: right;">Page 37</p>

<p>1 behalf of Prosperity?</p> <p>2 A Deposit account control agreements are</p> <p>3 typically form and substance negotiated by the lending</p> <p>4 team.</p> <p>5 Q Okay. Well, this isn't a deposit account</p> <p>6 control agreement. Specifically talking about this</p> <p>7 assignment of deposit account by Goodman Networks, who</p> <p>8 at Prosperity would have negotiated that with Goodman</p> <p>9 Networks?</p> <p>10 A The same. The lending team.</p> <p>11 Q And that is Bater Bates?</p> <p>12 A Yeah. I think just probably the lending team</p> <p>13 would be Bater, a gentleman named Jordan Yenne, and a</p> <p>14 gentleman named Taylor Burns. They're very much a team,</p> <p>15 so one could be working on one thing with respect to a</p> <p>16 transaction while another could be working on another</p> <p>17 aspect of it.</p> <p>18 So just for the court reporter and the record,</p> <p>19 if I say "the lending team," I think we can narrow that</p> <p>20 down to those three persons.</p> <p>21 Q Okay. And so is there any significance to the</p> <p>22 figure of 4,660,000 in the assignment of deposit</p> <p>23 account?</p> <p>24 A I'd have to confirm, but I believe that was</p> <p>25 the then-outstanding balance of the aggregate Genesis</p> <p style="text-align: right;">Page 38</p>	<p>1 Q Okay. So this is a bank statement that has</p> <p>2 a -- looks like there's a deposit on October 29, 2021,</p> <p>3 that says "Deposit Genesis 1087915/ Collateral Transfer/</p> <p>4 YHSA" in an amount of 236,883 and 48 cents; is that</p> <p>5 correct?</p> <p>6 A Yes, sir.</p> <p>7 Q Okay. And why does it have the collateral</p> <p>8 transfer designated on the 399 -- in the description,</p> <p>9 I'm sorry?</p> <p>10 A I can't speak with certainty to that, but just</p> <p>11 looking at the amount and the dollar amounts, this was</p> <p>12 very likely in support of the prior exhibit to get to</p> <p>13 the minimum hold amount.</p> <p>14 So it looks like James from one of his --</p> <p>15 James or a party or representative of his from one of</p> <p>16 the Genesis accounts here at the bank added to this</p> <p>17 particular Goodman Networks account to meet the</p> <p>18 requirement of the assignment.</p> <p>19 Q Okay. And what is YHSA?</p> <p>20 A I don't know, Cam. I can't answer that.</p> <p>21 Q Give me one second.</p> <p>22 A Normally, I'd fathom a guess if I had one and</p> <p>23 tell you it was a guess, but I don't even have that in</p> <p>24 this instance.</p> <p>25 Q And go back to it says "Description, Deposit,"</p> <p style="text-align: right;">Page 40</p>
<p>1 parties' debt. So in this case, the term loan had</p> <p>2 reduced some since we originally had done that</p> <p>3 transaction in 2020, and so the amount you see reflected</p> <p>4 on the assignment is what was left.</p> <p>5 Q Okay. And what does it mean, "with a hold</p> <p>6 amount"? I'm reading specifically: "Checking account</p> <p>7 with lender with a hold amount of 4.66."</p> <p>8 A So what we would do if we took an assignment</p> <p>9 of a deposit account is, again, we would flag the</p> <p>10 account that it had a hold, not dissimilar to what a</p> <p>11 flag for a DACA would look like. It's probably a yes/no</p> <p>12 type field.</p> <p>13 And then we would indicate that amount also in</p> <p>14 the system of record, and that just tells anyone who</p> <p>15 goes to look at this account that we've got a hold on</p> <p>16 that particular account internally for that amount.</p> <p>17 Q Thank you.</p> <p>18 Let's go ahead and publish 000119.</p> <p>19 (Exhibit 14 was marked for identification.)</p> <p>20 BY MR. HILLYER:</p> <p>21 Q You should see Exhibit 14.</p> <p>22 A Yes, sir. We're pulling that up now.</p> <p>23 Okay. I have that in front of me.</p> <p>24 Q Are you ready?</p> <p>25 A Yes, sir.</p> <p style="text-align: right;">Page 39</p>	<p>1 and that's a Genesis loan number; is that correct?</p> <p>2 A I don't believe that's a loan number. And my</p> <p>3 reason for saying that is the term loan facility did not</p> <p>4 have any drawing capacity. Maybe this is a draw on the</p> <p>5 revolver as opposed to a transfer.</p> <p>6 I mean, I'm sure we have the loan number for</p> <p>7 the revolving facility and we could double-check that,</p> <p>8 but one way that he could effect this is to draw on that</p> <p>9 facility again subject to the borrowing base and make a</p> <p>10 deposit in this account. I'm just not sure which he</p> <p>11 did.</p> <p>12 But if we can tell me if 1087915 is a loan</p> <p>13 number deposit account, I could answer that with more</p> <p>14 certainty. I think we've also discovered the loan</p> <p>15 histories on both accounts.</p> <p>16 Q Okay. Again, I'm just asking do you know the</p> <p>17 source of that 23 -- \$236,000?</p> <p>18 A I don't. Again, I think the only two things</p> <p>19 it could be is a draw on the revolving facility or a</p> <p>20 transfer from a Genesis deposit account. And as soon as</p> <p>21 we source what that account number is, I could answer it</p> <p>22 with more certainty.</p> <p>23 Q Just give me one second. Well, I'll ask the</p> <p>24 question. If you -- if this is collateral for the loans</p> <p>25 and you draw on the loan to deposit money for the</p> <p style="text-align: right;">Page 41</p>

<p>1 collateral, that doesn't make a lot of sense to me 2 because it would keep increasing the debt. It would 3 increase the collateral. 4 Am I wrong? 5 A I would say that that may happen more 6 frequently than you think. But in this specific 7 instance, he's asking us to release some of the 8 collateral that we have today; right? So if he's 9 supported on the loan side with accounts receivable and 10 it can, quote-unquote, facilitate the draw and the 11 deposit into the replacement collateral or substitute 12 collateral, however you want to think about that issue, 13 I mean, it wouldn't be unreasonable, in my opinion, for 14 him to do that as he's working on whatever the broader 15 transaction was at the time. 16 Q Okay. Thank you. And we may come back to 17 that. 18 The question that I have is you've referenced, 19 I believe, twice in my notes is when the assignment of 20 deposit account -- I'm sorry, when the assignment of 21 deposit account was granted on October 25, 2021, by 22 Goodman Networks. 23 Did Prosperity release other collateral that 24 would be a collateral transfer? 25 A I think that was our intent. I think we had a</p> <p style="text-align: right;">Page 42</p>	<p>1 you know, we were, in our minds, allowing the transfer 2 of any existing collateral we had because we were 3 replacing that with this deposit account. 4 Q Okay. I'm going to publish Exhibit 15. 5 (Exhibit 15 was marked for identification.) 6 BY MR. HILLYER: 7 Q Do you see it? 8 A Yes, sir. 9 Q Okay. Look all the way down to "Other Debits" 10 and look at the October 29, 2021, entry. 11 A Okay. 12 Q Do you see where it says "Withdrawal Genesis," 13 has that same number, has the same collateral transfer, 14 and has the same YHSA as the previous statement we just 15 looked at on Exhibit 14? 16 A Yes, sir. 17 Q Okay. And do you see the amount out to the 18 side of it that is the \$236,883.48? 19 A Yes, sir. The amounts seem like. 20 Q Okay. And doesn't that match the deposit that 21 was made on Exhibit 14 to the newly pledged 3992 account 22 to the penny? 23 A Again, the amounts are the same. I'm trying 24 to follow the flow of funds here if you'll give me one 25 second.</p> <p style="text-align: right;">Page 44</p>
<p>1 little bit of a bust internally. I'm not sure that we 2 ever terminated that UCC. That was kind of an 3 administrative issue because the loans remained. 4 But the intent would have been to release 5 collateral, and that would be customary in a situation 6 like this. 7 Q We're going to publish Exhibit 15, and it will 8 be Bates -- give me one second. 9 A By the way, just to clarify the last issue, I 10 can't say for certainty whether we did or didn't release 11 the UCC. I've never researched the issue to its 12 conclusion. But in conversations internally, I think we 13 may or may not have. 14 Q Okay. Before we go on to Exhibit 15, I want 15 some -- I'll ask for clarification on that. 16 Are you saying as you sit here today, you 17 don't know what the collateral is for the Genesis loans? 18 A I'm of the opinion that the deposit accounts 19 will eventually be remitted to the trustee and that the 20 collateral for those loans is effectively unsecured at 21 this point. I mean, I have -- I may have an all-assets 22 filing on an entity that doesn't have any assets at this 23 point. 24 Q Okay. But -- 25 A If we're specific to that exact time frame,</p> <p style="text-align: right;">Page 43</p>	<p>1 Q Sure. 2 A Yeah. I think that's correct. I think the 3 funds originally sourced in this account went to the 4 exhibit prior and then ultimately into the 3992 account. 5 Q Looking at Exhibit 15, that's Account 6 Number 4352; correct? 7 A Yes, sir. 8 Q And that is another account in the name of 9 Goodman Networks, Inc.; correct? 10 A Yes, sir. 11 Q Okay. Underneath the Goodman Networks, Inc., 12 it says "Controlled Disbursement Account." 13 A Yes, sir. That's how it's notated. 14 Q Okay. What does "Controlled Disbursement 15 Account" mean to you? 16 A I don't know for sure how this is categorized, 17 but I'm assuming it would be similar to like a deposit 18 account control agreement or a hold, some of the other 19 stuff we've been talking about. There's some rights 20 subject to this account. 21 Q Okay. Do you know whose rights those would 22 be? 23 A I don't, sir. No. Not without researching it 24 further. 25 Q Okay. Well, look down under "Deposits/Other</p> <p style="text-align: right;">Page 45</p>

<p>1 Credits." Do you see where all the deposits are coming 2 from? 3 A From FedEx Supply. 4 Q Is that what you're reading it as? 5 A Yes, sir. That's what it says in the 6 "Deposits/Other Credits" section. 7 Q Okay. 8 A We've got deposits on 10/6, 10/13, 10/20, 9 10/22, and 10/27 all from that same party, it appears. 10 Q In preparing for this deposition, did you look 11 at Account 4352? 12 A No, sir, I didn't. 13 Q Okay. Are you familiar with Account 4352? 14 A No, sir, I'm not. 15 Q Okay. I will go back to Exhibit 2. 16 A Okay. 17 Q Okay. Look at Topic Number 9, please. 18 A Okay. 19 Q Okay. That says "The 4352 Account, including 20 related contracts, controls, authorizations, security 21 agreements, assignments, policies, purposes, and 22 procedures." 23 Is that correct? 24 A Yes, sir. 25 Q Okay. I just asked you a second ago did you</p> <p style="text-align: right;">Page 46</p>	<p>1 A Okay. 2 MR. HILLYER: Why don't we take -- it's 10:45. 3 Why don't we take a quick ten-minute break and then come 4 back. Is everyone fine with that? 5 MS. ARGEROPLOS: Sure. 6 THE VIDEOGRAPHER: Okay. 10:45 a.m. Off the 7 record. 8 (Off the record.) 9 THE VIDEOGRAPHER: 10:56 a.m. On the record. 10 BY MR. HILLYER: 11 Q Thank you, Mr. Montgomery. I'll ask you just 12 one more time at Exhibit 15. 13 A Yes, sir. We have that up. 14 Q Okay. That was not a document produced by 15 Prosperity Bank, hence the no Bates number. 16 Do you have any reason to believe that's not a 17 true and accurate bank statement from Prosperity Bank? 18 A No, sir. The form and substance looks like 19 what I would expect to see. 20 Q Okay. Do you have any reason -- strike that. 21 Looking at Exhibit 14 and 15 together, which 22 are the two bank statements, do you have any reason to 23 doubt that the \$236,883.48 that was deposited in 24 Account 3992 on October 29th was the same \$236,883.48 25 withdrawn from Account 4352 on October 29th of 2022 -- I</p> <p style="text-align: right;">Page 48</p>
<p>1 look at 4352 and are you familiar with 4352, and I 2 believe your answer was no. 3 A That's correct. 4 Q Okay. Are you prepared to talk and testify 5 about Topic Number 9? 6 A I can just do my best for you, Cam. That's 7 the first I've seen the account. 8 Q Okay. I'm sorry, but did you -- did you 9 discuss -- I don't want the substance of it. Did you 10 discuss or prepare for Account 4352 topic with your 11 counsel? 12 A No, sir. 13 Q Okay. Did you talk with anybody at the bank 14 regarding Account 4352? 15 A No, sir. 16 Q Okay. So I'll ask you again: You said your 17 testimony earlier was you're prepared to talk about 18 every single -- testify as to every single topic. Would 19 you like to revise that? Are there any topics that you 20 can't testify about? 21 A Sure, Cam. I'm not familiar with 4352. 22 Q Okay. We'll revisit that. 23 A Would you like to ask some questions around 24 that so I can learn as we go? 25 Q Not right now.</p> <p style="text-align: right;">Page 47</p>	<p>1 mean of 2021? 2 A No, sir. I think I said before the break it 3 appears that the funds sourced in Account 4352 went to 4 account 7915 and then ultimately into 3992, and I expect 5 if we had the statement for 7915, we'd see two entries, 6 one as a deposit and one as a debit for the 236.83. 7 Q Okay. And I -- I guess, Mr. Montgomery, that 8 goes back to the other question, is looking at those two 9 statements, 14 and 15, the question that I have is are 10 you saying that you think Genesis 1087915 is a bank 11 account? 12 A I wish I had my laptop. I could look that up 13 pretty quick. But I think it would be atypical for a 14 deposit account to a loan account back to a deposit 15 account, but I just can't say for sure. 16 Q Okay. 17 A And, again, we should have statements on the 18 loan account, and we've probably discovered all of 19 Genesis's operating accounts, so I feel like this is a 20 pretty easy issue to resolve if we could just 21 exhibit one or both of those things. 22 Q Okay. And just for the record, look at 23 Exhibit 2 again. 24 A Yes, sir. 25 Q Look at Topic 10, please.</p> <p style="text-align: right;">Page 49</p>

<p>1 A Yes, sir.</p> <p>2 Q It says "The October 29, 2021, transfer of</p> <p>3 \$236,883.48 from the Account 4352" -- or "from the 4352</p> <p>4 Account to the 3992 Account."</p> <p>5 Is that correct?</p> <p>6 A Yes, sir.</p> <p>7 Q Okay. Did you prepare for this topic with</p> <p>8 your counsel?</p> <p>9 A We broadly discussed the treasury management</p> <p>10 group. I think I referenced I discussed earlier I had</p> <p>11 sat down with Ana McCollum. We talked about there was a</p> <p>12 variety of deposit accounts throughout the life of this.</p> <p>13 I mean, we're spanning, you know, probably a</p> <p>14 decade, honestly. A limited amount for this matter, but</p> <p>15 trying to understand who the parties were, how many</p> <p>16 accounts we had, who was the beneficiary of the DACA,</p> <p>17 that was a pretty broad task to prepare for with the</p> <p>18 amount of time you gave us from the notice.</p> <p>19 And then specific to 10, I've already told you</p> <p>20 that it seems pretty obvious to me how the funds flowed</p> <p>21 between those accounts, so I think I'm giving you</p> <p>22 certain answers and honest answers, which aligns with</p> <p>23 the spirit of what we're doing.</p> <p>24 Q Mr. Montgomery, if I represent to you that we</p> <p>25 will look in a later exhibit that -- from Prosperity</p> <p style="text-align: right;">Page 50</p>	<p>1 Q Okay. With that knowledge, does that clarify</p> <p>2 what the description of the withdrawal and the deposit</p> <p>3 on the Exhibit 14 and 15?</p> <p>4 THE WITNESS: Can you write that loan number</p> <p>5 down for me? I want to make sure I get this right.</p> <p>6 Yes. As similar to what I was saying, call it</p> <p>7 five minutes ago, the funds based on these loan numbers,</p> <p>8 specifically the 236,000, let's call it, as the funds</p> <p>9 left Account 4352 were applied to a Loan Number 1087915.</p> <p>10 And then it looks like there was a corresponding draw on</p> <p>11 that loan back into --</p> <p>12 (Simultaneous speaking.)</p> <p>13 (Reporter clarification.)</p> <p>14 THE WITNESS: -- with the funds deposited in</p> <p>15 Account 3992.</p> <p>16 BY MR. HILLYER:</p> <p>17 Q And, Mr. Montgomery, are you speculating on</p> <p>18 that? Do you have any -- do you have -- what are you</p> <p>19 looking at to evidence the intermediary transaction of a</p> <p>20 loan-funding loan draw?</p> <p>21 A It would be impossible for a loan account</p> <p>22 number and a deposit account number to be like, and so</p> <p>23 the fact that I have 1087915 on both deposit accounts</p> <p>24 and I have another document that references that exact</p> <p>25 number as a loan would tell me that that's a loan</p> <p style="text-align: right;">Page 52</p>
<p>1 Bank that says Genesis business loan numbers 1087915 and</p> <p>2 1087916 of Genesis Networks Telecom, would that refresh</p> <p>3 your recollection that those are loan numbers, not</p> <p>4 account numbers?</p> <p>5 A If you had an exhibit where it was clear to me</p> <p>6 to see what the account number was and the nature of</p> <p>7 what was going on, I could give you certainty, yes.</p> <p>8 Q Okay. Let's -- I'm breaking with my</p> <p>9 chronological. Go ahead and publish Prosperity 420.</p> <p>10 (Exhibit 16 was marked for identification.)</p> <p>11 BY MR. HILLYER:</p> <p>12 Q That will be Exhibit 16.</p> <p>13 A Yes, sir. We're just waiting for that to</p> <p>14 populate on our end.</p> <p>15 Okay. This looks like a letter from in-house</p> <p>16 counsel in response to something around the DACA.</p> <p>17 Q Okay. And we're not going to be discussing</p> <p>18 this letter right now. I just --</p> <p>19 A Okay.</p> <p>20 Q Look at the last -- second to last sentence of</p> <p>21 the letter of page 1.</p> <p>22 A It definitely appears by the nature of this</p> <p>23 letter that 1087915 and 1087916 are loans.</p> <p>24 Q Okay.</p> <p>25 A We'll call it to the Genesis parties.</p> <p style="text-align: right;">Page 51</p>	<p>1 account.</p> <p>2 Q Have you looked at a loan statement for</p> <p>3 1087915?</p> <p>4 A Yeah, we have.</p> <p>5 Q Okay. Did you see a credit of 236,883.48 and</p> <p>6 then an immediate withdrawal of 236,883.48?</p> <p>7 A I have not reviewed loan histories for</p> <p>8 individual entries, but I do believe we've discovered</p> <p>9 those and can speak to what they might say. I would</p> <p>10 expect to see exactly that on the loan statement for</p> <p>11 1087915.</p> <p>12 Q But I'll --</p> <p>13 A It's the same date, I believe.</p> <p>14 Q But I'll ask you again. Did you review a loan</p> <p>15 statement or loan history for Loan 1087915 in</p> <p>16 preparation of this deposition?</p> <p>17 A Yes, sir.</p> <p>18 Q We may revisit that.</p> <p>19 Trying to move off this topic. You mentioned</p> <p>20 the Endeavor earlier. What's your understanding of</p> <p>21 Endeavor?</p> <p>22 A I would call Endeavor the primary investment</p> <p>23 for Mr. Goodman, James Goodman, today.</p> <p>24 Q Okay. And please correct me if I'm wrong.</p> <p>25 You're saying that there was some aspect with Endeavor</p> <p style="text-align: right;">Page 53</p>

<p>1 in October 25th of 2021 when the assignment of deposit 2 account was made? 3 A Yes, sir. I believe in -- there were two kind 4 of corresponding transactions. There was a sale of a 5 company, and I want to say it was one of the obligor 6 parties on our debts. 7 And there was a transfer of assets to a new 8 entity that Mr. James Goodman had majority ownership and 9 controlled. 10 And, again, his willingness and interest to do 11 either of those things was originally precluded by our 12 security interest, effectively, as a way to effect what 13 he was wanting to do from a business perspective. He 14 offered the deposit funds as a substitution of 15 collateral, and I would say that that's releasing a 16 piece of collateral and taking a new piece of collateral 17 to allow for something like that is relatively standard 18 in banking. 19 Q And at the time that the assignment of deposit 20 account was made, and I believe that's -- it was signed 21 by James Goodman on behalf of both borrowers and Goodman 22 Networks. You can look at Exhibit 13. 23 A I'm there. 24 Q Is that correct? 25 A Yes, sir.</p> <p style="text-align: right;">Page 54</p>	<p>1 discovered that email as well. 2 Q Okay. Let me rephrase the question. What 3 value did Prosperity give Goodman Networks in exchange 4 for that assignment? 5 A I don't know that there was a direct benefit 6 from Prosperity to Goodman Networks. 7 Q Thank you. 8 Last -- last question. Do you know whether 9 assets -- strike that. 10 I believe your previous testimony is it was 11 your understanding that there was a contemplated 12 transfer of Genesis assets to Endeavor. 13 Sitting here today, do you know if Genesis 14 transferred assets that were encumbered by Prosperity to 15 Endeavor? 16 A Not with certainty, no, but realistically I 17 believe that that did happen. So, I mean, maybe a 18 little clarity to that point. Once we're taking this 19 assignment, right, we're -- I think as a bank we're not 20 particularly concerned anymore with what the assets are 21 doing or where they're going. 22 In our mind, our primary collateral was the 23 deposit account. And not dissimilar to any other loan 24 where we've released collateral, it's, you know, your 25 right as owner to do with it what you may.</p> <p style="text-align: right;">Page 56</p>
<p>1 Q Okay. And Mr. Goodman was -- 2 A I'm sorry. Not to interrupt you here. Your 3 question was specifically that Mr. Goodman signed and 4 authorized that transaction? 5 Q Yes, it was. 6 A Yes, sir. That's true. 7 Q Okay. Thank you. 8 And what value did Goodman Networks, 9 Incorporated, receive for granting an assignment of a 10 \$4.66 million deposit account? 11 A Mr. Goodman represented at the time that he 12 had loaned a significant amount of money to the Goodman 13 Networks entity and that it was our understanding that 14 he also was in control of that entity at the time. So, 15 in our opinion, the consideration was the loan and his 16 ability to transact was in his capacity as an authorized 17 agent for both Genesis and for Goodman. 18 Q Okay. I appreciate that, but my question was 19 what value did Goodman Networks, not James Goodman, 20 receive for the granting of the assignment? 21 A It's our understanding that James either 22 personally or through his entity loaned something like 23 \$20 million to Goodman Networks. 24 Q And who told you that? 25 A James told us that. And I believe we've</p> <p style="text-align: right;">Page 55</p>	<p>1 Q Okay. Do you know if you released the UCCs 2 against either Genesis entity on or around the time of 3 the assignment of deposit account? 4 A Yes, sir. I kind of referenced that point 5 earlier. I'm not sure if we did or didn't. For 6 certain, our intent would have been to do so as it would 7 be to release any UCC or deed filings that we had on any 8 collateral that we were no longer relying on to secure a 9 loan. 10 Q Did you release James Goodman and John 11 Goodman's interest in MBE Group? 12 A I don't know the answer to that. 13 Q Okay. 14 A It would follow the same process; right? 15 Either we released everything we had and accepted the 16 deposit in substitution or we have that kind of same 17 administrative bust. 18 I'm presuming that that same security interest 19 would have been secured by a UCC filing on the equity of 20 that entity consistent with the security agreement that 21 we looked at earlier this morning, I guess. 22 Q Okay. And when you look into a loan file, 23 Mr. Montgomery, where would you see a UCC-1? 24 A So in our core system -- we've talked about 25 the core system as kind of the bank's official system of</p> <p style="text-align: right;">Page 57</p>

<p>1 record -- one of the things that we're able to do is</p> <p>2 look at whatever loan documents are associated or any</p> <p>3 deposit documents on a deposit account are associated</p> <p>4 with that loan number.</p> <p>5 So if I wanted to try to see did we file a</p> <p>6 UCC-1 or was it subsequently released, that would be one</p> <p>7 way I could do it.</p> <p>8 Another way would be we have a loan operations</p> <p>9 staff which supports exactly these functions, and I</p> <p>10 could email them and say, hey, where are we at on, in</p> <p>11 this case, the existence of a UCC filing and whether</p> <p>12 that's ongoing, been terminated, or whatever other</p> <p>13 disposition we might do after an original filing.</p> <p>14 Q Okay. And in preparation for this deposition,</p> <p>15 did you look into the Genesis loan files on your core</p> <p>16 system and look at any UCC filings and any applicable</p> <p>17 releases, UCC-3s?</p> <p>18 A Look, I looked at the loan files quite a bit.</p> <p>19 I think I've testified to the same earlier. The</p> <p>20 information that we may or may not have actually</p> <p>21 effected the release of the UCC came in discussion and</p> <p>22 preparation, and I just simply didn't have time to</p> <p>23 follow that all the way to its end.</p> <p>24 Q Okay. So as you sit here today, you do not</p> <p>25 know if any of the collateral, Genesis collateral or the</p> <p style="text-align: right;">Page 58</p>	<p>1 of this assignment because that's when a lot of the</p> <p>2 other associated business transactions were supposedly</p> <p>3 occurring.</p> <p>4 Q Thank you.</p> <p>5 Let's -- one second, please. Give me one</p> <p>6 second.</p> <p>7 All right. I'm going to publish what is</p> <p>8 Exhibit 17.</p> <p>9 (Exhibit 17 was marked for identification.)</p> <p>10 THE WITNESS: Okay. I have that in front of</p> <p>11 me.</p> <p>12 BY MR. HILLYER:</p> <p>13 Q Okay.</p> <p>14 MS. ARGEROPLOS: Do you want this just in</p> <p>15 case?</p> <p>16 THE WITNESS: No. This is fine.</p> <p>17 BY MR. HILLYER:</p> <p>18 Q Let me know when you're ready.</p> <p>19 A I'm ready.</p> <p>20 Q Okay. And does that look like a loan</p> <p>21 statement or loan inquiry for Loan 7915?</p> <p>22 A Yes, sir, it does.</p> <p>23 Q Okay. And the date that we were looking at</p> <p>24 earlier on Exhibit 14 and Exhibit 15 was August -- I</p> <p>25 mean October 29th of 2021; is that correct?</p> <p style="text-align: right;">Page 60</p>
<p>1 James Goodman and John Goodman interest collateral, has</p> <p>2 been released?</p> <p>3 A I do not know, no.</p> <p>4 Q And just the last -- sitting here today, do</p> <p>5 you know for certain whether the Endeavor transfer of</p> <p>6 Genesis entities assets occurred?</p> <p>7 A No, sir. Again, once -- once, in our minds,</p> <p>8 we've released the collateral and moved on, it wouldn't</p> <p>9 be our practice to continue to monitor the other --</p> <p>10 follow what, if any, ownership changes might have</p> <p>11 occurred or anything of the kind.</p> <p>12 Q And I will ask you this: You just said you</p> <p>13 don't know if you've released the collateral. Was that</p> <p>14 your testimony?</p> <p>15 A So those are two separate issues, in my mind.</p> <p>16 The first around release is administrative. If we had</p> <p>17 done what we intended to do and were supposed to do, we</p> <p>18 would have executed a termination.</p> <p>19 The second issue of was I now trying to</p> <p>20 understand what, if anything, was happening with what in</p> <p>21 my mind was formerly our collateral, no.</p> <p>22 Q Do you know a date of any -- an approximate</p> <p>23 date of any Genesis asset transfer to Endeavor?</p> <p>24 A No, sir. But if that had happened, my</p> <p>25 expectation would be it would be right around the time</p> <p style="text-align: right;">Page 59</p>	<p>1 A Yes, sir.</p> <p>2 Q Okay. Do you see it on that statement?</p> <p>3 A I see the date. I don't see the transaction.</p> <p>4 Q Okay. Do you see any transaction for that</p> <p>5 loan in the amount of the 200 -- 236,883.48?</p> <p>6 A No. There's a renewal that's same dated, I</p> <p>7 believe, so I don't see any transaction that posted, but</p> <p>8 there presumably is supporting information around what</p> <p>9 the flow of funds was in the renewal, and I would want</p> <p>10 to see that to speak with full certainty. But to</p> <p>11 directly answer your question, no, that transaction</p> <p>12 doesn't appear on the loan history.</p> <p>13 Q Okay. Why would that transaction not appear</p> <p>14 on loan history?</p> <p>15 A I'm giving you the answer that I think most</p> <p>16 logical, that something happened on the same date with</p> <p>17 respect to renewal, and there was some broader flowing</p> <p>18 of funds that occurred within that, and I don't know if</p> <p>19 this loan was matured or not matured. Effective 10/3</p> <p>20 makes you think it was matured already. But there</p> <p>21 should be broader support for -- just like any</p> <p>22 transaction, whether it be business or real estate, for</p> <p>23 how funds flowed on that particular date.</p> <p>24 Q Okay. Well, then I'll ask you. Going back to</p> <p>25 the descriptions on the bank statement, is that a</p> <p style="text-align: right;">Page 61</p>

<p>1 description entered -- is that a description inputted by 2 the bank or is that an actual transfer in information? 3 A I'm not trying to be evasive to your question. 4 It could happen either way. It could be descriptions 5 that are automatically populated with electronic 6 transactions, or it could be if there's a person 7 involved like in loan operations and a renewal where 8 they're trying to clarify what happened at the time. It 9 could be either one. 10 Q But as you sit here now, you see one bank 11 statement, Exhibit 14, and one bank statement, 12 Exhibit 15, that has a withdrawal from an account and 13 then has a deposit into another account in the exact 14 same amount; correct? 15 A Yes, sir. 16 Q And you have a loan history report that does 17 not have that amount at all in the loan history; is that 18 correct? 19 A Yes, sir. I think I've answered your 20 questions around the topic. 21 Q Okay. Thank you. 22 Mr. Montgomery, let's move forward from 23 October of 2021 to August of 2022. 24 Generally speaking, do you have any 25 understanding what was happening with the Genesis loans</p> <p style="text-align: right;">Page 62</p>	<p>1 Q You were not aware of a DACA in August of 2 2022? 3 A No, sir. But since, I've come to believe that 4 there was one in place. 5 Q Okay. Was anyone at the bank aware of the 6 DACA -- of a DACA for Account 3992 in August of 2022? 7 A Not to my knowledge. I mean, again, we 8 referenced this a little bit earlier. The presence of a 9 DACA is typically flagged on our core system. We didn't 10 have such a flag, so anyone who would go to look at or 11 around that time to see if one was in place, that is 12 likely where they would look. That would be the normal 13 course of business, and a negative flag on that issue 14 would lead whomever to believe there was not one. 15 Q All right. I'm going to introduce Prosperity 16 387. 17 (Exhibit 18 was marked for identification.) 18 THE WITNESS: I have it up. Yes, sir. 19 BY MR. HILLYER: 20 Q Do you see that? 21 A Yes, sir. 22 Q Okay. Do you know what that is? 23 A Yes, sir. I've seen the document. 24 Q Okay. And what is the date of that document? 25 A August 16, 2022.</p> <p style="text-align: right;">Page 64</p>
<p>1 on or around August 1 of 2022? 2 A So generally speaking, they were performing. 3 I don't know that -- again, on a deposit account secured 4 loan, we're not particularly worried about our 5 situation, normally. 6 I do know that kind of prior to, so call it 7 first quarter and second quarter, James asked us to 8 consider loaning directly to his holding company or to 9 the entity that we've referred to as Endeavor funds. 10 That entity, in our opinion, didn't have cash flow or 11 collateral that would warrant that loan request. 12 Separate and apart from that, at the time 13 we're thinking we're deposit account secured, so why 14 would we do anything more risky, better said. 15 And so that's kind of the lead-up into 16 October 2022 about what discussions had occurred with 17 James and how the bank was thinking about the nature of 18 the relationship. 19 Q I believe you said October of 2022. Do you 20 mean August of 2022? 21 A Yes, sir, into around when we become aware 22 that there is a DACA in place. 23 Q Okay. Let's start there. When did you become 24 aware there was a DACA on Account 3992? 25 A Probably September or October of 2022.</p> <p style="text-align: right;">Page 63</p>	<p>1 Q Okay. And it references a deposit account 2 control agreement for Account 3992; is that correct? 3 A Yes, sir. 4 Q Okay. So at a minimum, on August 16, 2022, 5 Prosperity Bank was aware of a DACA; is that correct? 6 A I think it's clear on this date we became 7 aware one existed. Yes, sir. 8 Q Okay. Let's go to -- give me one second. 9 Let's introduce Prosperity 12330. 10 (Exhibit 19 was marked for identification.) 11 BY MR. HILLYER: 12 Q This will be Exhibit 19. 13 THE WITNESS: Do you know if we can set it so 14 the most recent one goes at the top? I think when you 15 refresh it, it kills that sort. Yeah. 16 Okay. I have that document in front of me. 17 BY MR. HILLYER: 18 Q Just look at the very top of page 1. This 19 appears to be an email from Michele Ross to Mr. Yenne; 20 is that correct? 21 A Yenne is the correct pronunciation of his 22 name, but that's correct. 23 Q Say it one more time. 24 A Yenne. Carry the E at the end. 25 Q Thank you.</p> <p style="text-align: right;">Page 65</p>

<p>1 So the email is to Jordan Yenne, Bater Bates, 2 and I believe that is it for Prosperity. 3 Look at the second paragraph. It says "On 4 August 11, 2022, you confirmed to US Bank that 5 Prosperity Bank had the following amounts on deposit: 6 \$4,666,707.03 in account ending in 3992 and \$218,735.57 7 in account ending in 1838." 8 Is that correct? 9 A Yes, sir. That's what the email says. 10 Q Okay. And just as a preliminary question, is 11 that common practice for Prosperity Bank to give out 12 account information to an attorney for another bank? 13 A That's a huge "it depends" question, but I 14 don't know that it's uncommon. 15 Q Okay. 16 A There's just a lot of circumstance around 17 that. 18 Q Okay. What would be the circumstances on 19 August 11th that -- is it Mr. -- Mr. Yenne would provide 20 customer information to a third party? 21 MS. ARGEROPLOS: Objection. Form. 22 THE WITNESS: It could be that he's familiar 23 with Ms. Ross and that Ms. Ross is also involved in 24 lending or borrowing to these entities. It could be on 25 the direction of James or John or their counsel. I</p> <p style="text-align: right;">Page 66</p>	<p>1 with information that was to the contrary, we reacted 2 accordingly. 3 Q Sitting here today, what date was Prosperity 4 Bank aware of the DACA for Account 3992? 5 A My personal opinion is that's the date we were 6 noticed, the 16th. 7 Q I'm not asking for your personal opinion, 8 Mr. Montgomery. I'm asking you as the corporate 9 representative of the bank. 10 What date was the bank aware of the DACA? Do 11 you know that? 12 A The 16th. The answer is the same. 13 Q Thank you. 14 And that 16th corresponds with Exhibit 18, the 15 notice of exclusive control agreement that we looked at 16 earlier; is that correct? 17 A Yes, sir. 18 Q Okay. 19 A And, I mean, just to clarify, the 16th, when 20 we get a notice like that, we're -- we're going to start 21 to go look at our records and what we have and what 22 exists to try to confirm same. 23 Q Okay. Well -- in or -- give me one second. 24 Let's go to the August 31, 2022, letter from 25 Prosperity Bank that we looked at. We marked earlier as</p> <p style="text-align: right;">Page 68</p>
<p>1 mean, it could be a variety of things. 2 BY MR. HILLYER: 3 Q Do you think Jordan Yenne and Bater Bates are 4 aware of the DACA on August 11, 2022? 5 A I honestly don't believe they are, but I can't 6 speak to that with certainty. That's only informed on 7 my education on the matter and my discussions with them 8 since. 9 Q Okay. Have you -- okay. Have you asked Bater 10 Bates if he was aware of the DACA on August 11, 2022? 11 A I mean, I don't think I've directly asked him 12 that question, no. 13 Q Okay. Have you -- 14 A Again, I think -- I think we're -- we're 15 dealing with kind of a week of time here; right? The 16 11th through, call it, the 18th. 17 I think we got up to speed very quickly on 18 whether or not there was a DACA and what, if any, rights 19 were associated with that. And I would tell you that 20 since the date of this email or the conversation that's 21 referenced, which I couldn't speak to, obviously, we 22 believe there was one in place. 23 And that's consistent with what I mentioned 24 earlier. We don't have a flag on it, and we don't think 25 there is one. And, you know, once we were presented</p> <p style="text-align: right;">Page 67</p>	<p>1 an exhibit simply to show the loan number. I believe 2 it's 16. Could be wrong. 3 A Yes, sir. I have that. 4 Q Okay. And I'll ask you first: Who is Jessica 5 Lee Freedson? 6 A Legal counsel. Internal legal counsel for the 7 bank. 8 Q Okay. And I'll read -- read the first line -- 9 well, let me ask you this: Have you read this letter 10 before? 11 A Yes, sir. I've seen the letter in preparation 12 for this. 13 Q Okay. 14 A Yep. 15 Q Okay. And is it inaccurate to say 16 Ms. Freedson is emailing the attorneys for the 17 bondholders where it says regarding DACA transaction 18 requests? And I believe it -- that states is there was 19 a transfer of \$4,463,804.68 from Account 3992 on 20 August 15, 2022. 21 Is that correct? 22 A Yes, sir. 23 Q Okay. And tell me: What do you know about 24 that transfer of money out of the 3992 account? 25 A That Mr. Bates initiated a transaction against</p> <p style="text-align: right;">Page 69</p>

<p>1 that account to credit the loan numbers referenced in</p> <p>2 this letter as well. The Genesis loans I think is how</p> <p>3 we've been describing them.</p> <p>4 Q Okay. And you said who initiated the</p> <p>5 transfer?</p> <p>6 A Mr. Bates. And I don't -- he gave that</p> <p>7 direction. If someone else actually effected the</p> <p>8 transaction, I'm not sure. But...</p> <p>9 Q Okay. So have you looked at the transfer</p> <p>10 authorization for that transaction?</p> <p>11 A I have not. I'm not sure if one exists.</p> <p>12 Q Say that again, please.</p> <p>13 A I don't know if one exists.</p> <p>14 Q Okay. How does -- so your understanding is</p> <p>15 when you say Mr. Bates, Bater Bates initiated a transfer</p> <p>16 of \$4,463,000 from the 3992 deposit account to pay off</p> <p>17 the Genesis loans; is that correct?</p> <p>18 A Yes, sir. That's my understanding.</p> <p>19 Q Okay. And aside from the actual transfer, do</p> <p>20 you have any knowledge of why that transfer was</p> <p>21 requested? Strike that. That's a bad question.</p> <p>22 Why were these loans paid off on August 15,</p> <p>23 2022?</p> <p>24 A Mr. Bates says that was at the direction of</p> <p>25 James Goodman.</p> <p>Page 70</p>	<p>1 Endeavor?</p> <p>2 A No, sir. I don't think anything we did was in</p> <p>3 relationship to that.</p> <p>4 Q So sitting here today, you think this was just</p> <p>5 a random \$4.4 million loan payoff on August 15th of</p> <p>6 2022?</p> <p>7 A I mean, again, we had -- we had passed on</p> <p>8 earlier in the year any sort of new relationship with</p> <p>9 James or Endeavor in large part because we were deposit</p> <p>10 account secured. I think, just honestly, when people</p> <p>11 started calling on our collateral and we didn't have</p> <p>12 good records of DACAs and stuff, we panicked a little</p> <p>13 bit and applied it.</p> <p>14 Q Okay. When you said you panicked a little bit</p> <p>15 and applied it, did the bank -- I believe that's what</p> <p>16 you just said. Is that --</p> <p>17 A Yes, sir.</p> <p>18 Q -- correct? Okay. So did the bank apply it,</p> <p>19 or did James Goodman request the bank to apply it?</p> <p>20 A I don't know that we have great records on</p> <p>21 that issue, to be honest. I think if you ask James,</p> <p>22 he'd tell you one thing. If you asked Bater, he'd tell</p> <p>23 you another.</p> <p>24 The fact of the matter is we did what we did,</p> <p>25 and as I've said a few times, I don't think we should</p> <p>Page 72</p>
<p>1 Q Do you know why?</p> <p>2 A No, sir. I mean, I think it's -- it's a</p> <p>3 little odd for people to be calling in about deposit</p> <p>4 accounts that they don't have security interest.</p> <p>5 My belief and I think the bank's position is</p> <p>6 that we were not authorized or should have done that,</p> <p>7 and when we came to that conclusion with a broader</p> <p>8 audience, we immediately reversed the transaction</p> <p>9 because we felt like that was the right and correct</p> <p>10 thing to do.</p> <p>11 Q Well, I'm not there yet. But I appreciate --</p> <p>12 so is -- on August 15th of 2022, were either Genesis</p> <p>13 loans in default?</p> <p>14 A They may have been slightly delinquent on</p> <p>15 payments. I'm not certain of that. But my personal</p> <p>16 opinion is that, no, they were not in default. They had</p> <p>17 not been noticed same, and any action that we may or may</p> <p>18 not have taken in response to a defaulted loan weren't</p> <p>19 appropriated.</p> <p>20 Q One second, please.</p> <p>21 Going back to your testimony earlier -- and I</p> <p>22 don't want to mischaracterize it -- is was this</p> <p>23 August 15, 2022, transfer related in any way to an</p> <p>24 Endeavor transaction or you said -- I believe you</p> <p>25 testified James Goodman had requested funds for</p> <p>Page 71</p>	<p>1 have done it, and when we became aware at a broader</p> <p>2 level that we had done it, we immediately reversed it.</p> <p>3 Q Okay. Well, let's start there. So on</p> <p>4 August 15th, the money is taken out of the 3992 DACA</p> <p>5 account. Okay?</p> <p>6 And between -- and I believe if you pull up</p> <p>7 that Exhibit 16, it looks like that \$4,463,804.68, which</p> <p>8 is the same amount as on line 2, is deposited in Secured</p> <p>9 Account Number 0188.</p> <p>10 Is that correct?</p> <p>11 A Yes, sir.</p> <p>12 Q Okay. So between August 15th and the deposit</p> <p>13 on August 30th, where was that \$4,463,000 located?</p> <p>14 A I mean, it had paid off the loan. So, I mean,</p> <p>15 the loan is an asset on the bank's liabilities. The</p> <p>16 deposit is a liability on the bank's balance sheet. And</p> <p>17 so kind of just standard accounting. If you reduce an</p> <p>18 asset, you have to reduce a liability. So</p> <p>19 accountingwise, that's what happened.</p> <p>20 Q But did the bank record, I guess, cash on its</p> <p>21 ledger for that transaction? How was it -- how was it</p> <p>22 reported when you take 4 million out of -- 4.4 million</p> <p>23 out of an account?</p> <p>24 A That question is pretty overly broad. Can you</p> <p>25 narrow it down for what you're trying to ask about?</p> <p>Page 73</p>

<p>1 Q What I'm asking is -- so we'll talk big 2 picture first. So on August 15th, Genesis's loans are 3 zeroed out; is that correct? 4 A Yes, sir. 5 Q Okay. So that loan balance is zero. 6 A Yes, sir. 7 Q Okay. Are the loans marked satisfied? How is 8 it denoted in your system when a loan is paid off? 9 A Just that. Paid off. 10 Q Okay. 11 A And, again, the asset of the bank goes down. 12 The loan amount goes from the 44, call it, to zero, and 13 the deposit account similarly reduces by the same 14 amount. So that -- I mean, that's the accounting entry. 15 That's how the funds travel on the core system, and 16 that's the end effect of that transaction. 17 Q Okay. Well, let's be specific, then. You 18 asked for a question. So when you say assets and 19 liabilities, so the loan is an asset of the bank; 20 correct? 21 A Yes, sir. 22 Q Okay. So when that loan is paid off with 23 money from a deposit account, that entry, is that not a 24 cash asset of the bank; the \$4 million becomes a cash 25 asset which extinguishes the loan asset?</p> <p style="text-align: right;">Page 74</p>	<p>1 It's not any dissimilar to this. The cash, 2 which we are in this case owed to the 4 -- or the 3992 3 account, that reduction could either be a reduction in 4 our own cash position, which would occur if you sent 5 that money, let's say, to your mortgagee -- right? -- 6 when you pay your mortgage, or it can go to reducing the 7 loan account. And in this particular situation, it went 8 to reduce the loan account. 9 There's no -- there's no cash at that point in 10 the -- really at any point in that transaction. I'm not 11 trying to be evasive on your question. I just don't 12 know how to answer it differently. The bank never sees 13 cash in that transaction, and the funds that are on 14 deposit are no longer there because they've paid down 15 the loan. 16 Q I understand. And I appreciate the high level 17 and the specific. I guess what I'm asking you is when 18 the bank takes the money out of Account 3992, they're 19 taking cash; is that a correct statement? 20 A No, sir, because cash is an asset on our 21 balance sheet, and we're talking about a deposit 22 account, which is a liability. I've kind of tried to 23 note that earlier. If I want to reduce an asset, i.e., 24 a loan account -- right? -- the only two ways to do that 25 on a bank's balance sheet is to increase an asset or, in</p> <p style="text-align: right;">Page 76</p>
<p>1 A No, sir. You couldn't -- you couldn't have 2 two entries on the asset side of that transaction. So, 3 again, assets equal liabilities plus equity. That's 4 true really in any business. 5 Q Okay. So -- 6 A So -- I'm sorry. 7 Q I'm sorry. I didn't mean to cut you off. 8 A So a reduction in assets requires either an 9 increase in assets or a reduction in liabilities or 10 equity. The two are mutually exclusive. You couldn't 11 do one and the other because the account wouldn't -- the 12 transaction wouldn't balance. 13 Q Okay. More specifically, so is there any 14 account that the 4.4 million was in from August 15th to 15 August 30th? 16 A No, sir. It was applied to the loan. 17 Q So what does that -- where is that -- where 18 is -- where are those funds? Just it's not in an 19 account? It's a -- you're saying it's just a book 20 entry? 21 A I'm not trying to be evasive. We -- we need 22 the cash that is represented by the amount on deposit. 23 That's our liability; right? You write a check out of 24 your deposit account. We owe you that money, and we pay 25 that check.</p> <p style="text-align: right;">Page 75</p>	<p>1 your question, cash, or to reduce a liability, which in 2 this case was the deposit account. 3 Q Okay. Did the bank recognize revenue on 4 August 15th from the application of the funds from 5 Account 3992? 6 A We would have recognized whatever accrued 7 interest. And if there had been any fees associated 8 with the loan account, that would have been standard to 9 any loan payoff. 10 Q And the revenue would have been cash; correct? 11 A I mean, that's a long way to get from paid 12 down a loan to recognized interest income to get to 13 cash. But, I mean, eventually, I guess you could say 14 that, but I mean, we'd have to look at what accrued 15 interest was at this time, but just ballparking on these 16 loan balances, you're probably talking about maybe 25 to 17 30 thousand on average, something like that. 18 Q Okay. So let's talk about the effect of the 19 loan payoff on August 15th. 20 So after that loan -- the two loans were paid 21 off, was the assignment of deposit account released? 22 A I mean, that again would have been normal 23 course of business, but I don't think that we ever 24 effectuated that transaction. I mean, I think that 25 requires an entry on our part that there's no longer a</p> <p style="text-align: right;">Page 77</p>

<p>1 hold on that account. We spoke a little bit about that 2 earlier. When we take the assignment, the effect of 3 that on our system is we release the hold. 4 Q So what's -- were any UCCs released? 5 A Again, that goes back to where we were in the 6 UCCs. We talked about, you know, form over substance. 7 But in our minds, the UCCs at that time are released, so 8 we don't have a need to release. They were replaced 9 back in 2021 with the assignment of the deposit account. 10 Q Has the bank done a UCC search on Genesis 11 entities? 12 A I haven't. And just to be honest, my personal 13 belief is there's no assets in the Genesis entities, so 14 even if I do have a valid lien, I've got nothing to get. 15 Q Why do you think that or how do you have 16 knowledge to form that opinion? 17 A Well, kind of specific to the transaction that 18 we've been discussing, we -- we took those funds and 19 placed them in a segregated and secured account here at 20 the bank, so they're no longer for the benefit of either 21 of the Genesis entities. 22 And at or around the time we were taking the 23 assignment of the deposit account, we weren't really 24 paying attention to what our collateral was prior to. I 25 mean, we talked about that already as well. We weren't</p> <p style="text-align: right;">Page 78</p>	<p>1 understand the deposit account control agreement and 2 what, if any, rights we may have to what we thought was 3 our collateral as well as try to figure out a resolution 4 with Mr. Goodman. 5 Q Well -- 6 A Again, he is -- his main operating entity now 7 is Endeavor. The intent back in 2021 was to sell a 8 business and transfer some assets. I have seen balance 9 sheets and income statements on Endeavor. That's a real 10 company, in my opinion, with assets and earnings, and my 11 focus ever since I've been involved is trying to 12 understand where we were with respect to the transaction 13 that you're questioning around August of 2022 and 14 understand how we can be repaid. 15 Q Okay. Why have you seen any balance sheets of 16 Endeavor? 17 A I've been trying to work out a transaction 18 with Mr. Goodman to address the now deficiency in my 19 collateral, this DACA and the cash that we've been 20 remitted to a secured account and how we can get repaid. 21 Q Okay. So if you've seen Endeavor's balance 22 sheet, does Endeavor have the assets of Genesis? Does 23 Endeavor have any assets that were transferred from 24 Genesis? 25 A I don't know how I could answer that. It's</p> <p style="text-align: right;">Page 80</p>
<p>1 tracking it anymore. 2 So I don't know that I've seen a balance sheet 3 recently on either of the Genesis entities, but I 4 don't -- they might internally show the cash still while 5 this proceeding is ongoing, but other than that, I don't 6 know what they would show. And since my collateral is 7 all assets, effectively, and I don't believe we have any 8 collateral, then I viewed those facilities as unsecured, 9 effectively. 10 Q Okay. Well, in that answer, you just said 11 that there's no assets on the Genesis balance sheet. I 12 believe that's what you just said. 13 How do you have knowledge of that? 14 A Well, Genesis was an obligor, so I mean, we've 15 still been trying to administer that loan. I have not 16 pulled a recent financial statement or anything on them. 17 I just -- not trying to evade your question again. I 18 just don't know what it would show. I can request one. 19 Q Well, but I mean, have you reviewed a balance 20 sheet of Genesis? 21 A Not since -- 22 Q What is your foundation for saying that 23 Genesis has no assets? 24 A Not since 2022 in August time frame. We've 25 spent the entirety of the time since that date trying to</p> <p style="text-align: right;">Page 79</p>	<p>1 not going to say "assets of Genesis" or "contracts of 2 Genesis." It says things like "accounts receivable" and 3 "cash" and "net worth," and it's -- it's not how it 4 would be designated. 5 Q All right. Well, I'm trying -- so you're 6 saying you -- Genesis -- the Genesis entities owe 7 Prosperity \$4.5 million; is that correct? 8 A I think that number's lower but not 9 meaningfully lower. I mean, there's been payments on 10 the term loan since at around this time. 11 THE WITNESS: Do you have a history for what 12 we're owed today? 13 BY MR. HILLYER: 14 Q So I'll ask you just specifically. So -- 15 A Just give me one second, please. I want to 16 try to give you a real answer to that question as 17 opposed to the one I just gave you. 18 Q What are you looking at from your attorney, 19 Mr. Montgomery? 20 A I'm looking at the -- 21 MS. ARGEROPLOS: I've got -- 22 THE WITNESS: -- account history that you 23 presented as an exhibit. 24 BY MR. HILLYER: 25 Q Okay.</p> <p style="text-align: right;">Page 81</p>

<p>1 MS. ARGEROPLOS: Cam, I've got Exhibit, I 2 think it's, 17. I have a printout of it in front of me. 3 That's all. I'm just looking at this. 4 MR. HILLYER: Okay. 5 MS. ARGEROPLOS: It's the one history you had 6 on the screen a second ago. 7 THE WITNESS: If you'd like, I can pull my 8 iPad out and get you an exact number of what we're owed. 9 BY MR. HILLYER: 10 Q That's not important. 11 What I'm asking you is assume it's 12 \$4.4 million, so you have a borrower that owes 13 Prosperity Bank \$4.4 million. Okay? 14 A Yes, sir. 15 Q And you are -- what was your role at special 16 assets? 17 A Yes, sir. 18 Q No. I mean, what was your title at special 19 assets? 20 A Director of special assets. 21 Q Okay. So you're the head of special assets? 22 A Yes, sir. 23 Q Are you saying that you do or do not know what 24 assets your borrowers have as you sit here today? 25 A I'm telling you I don't, and I've told you and</p> <p style="text-align: right;">Page 82</p>	<p>1 everyone else? 2 THE VIDEOGRAPHER: All right. 11:57 a.m. Off 3 the record. 4 (Off the record.) 5 THE VIDEOGRAPHER: 12:47 p.m. On the record. 6 BY MR. HILLYER: 7 Q Mr. Montgomery, we have published what is 8 Exhibit 20 that should be in your Exhibit Share. 9 (Exhibit 20 was marked for identification.) 10 THE WITNESS: Okay. I have that in front of 11 me. 12 BY MR. HILLYER: 13 Q Okay. And this is a letter from Michele Ross 14 to Prosperity Bank dated August 22, 2022; correct? 15 A Yes, sir. 16 Q Okay. Have you reviewed this letter? 17 A I don't know that I have seen this letter 18 before, but I feel comfortable discussing its content. 19 Q Okay. I will direct you to page 2 of the 20 letter, specifically the very last line before the 21 signature. 22 A Yes, sir. 23 Q Okay. And Michele Ross asks Prosperity to 24 freeze the 4 point -- I'm sorry, \$4.446 million in funds 25 and return them to the deposit accounts from where they</p> <p style="text-align: right;">Page 84</p>
<p>1 answered where my focus is. We've been trying to effect 2 a workout strategy, and we're doing so with the entity 3 that Mr. Goodman, James Goodman, is currently operating. 4 Q Okay. So -- so as you sit here today, you do 5 not know what assets Genesis has or does not have. 6 Is that a correct statement? 7 A I've answered that question three times the 8 same way. Do I need to answer it a fourth for you? 9 Q No. I'm going back to -- 10 A I don't know what assets or liabilities it has 11 beyond my debt, and I don't know what, if any, equity it 12 has. No, I do not. 13 Q Okay. So let's just -- your statement that 14 Genesis has no assets on its balance sheet, you do not 15 know that for a fact? 16 A No, sir. 17 MR. HILLYER: Okay. Let's go -- before we go 18 further, do y'all want to -- since we're close to noon, 19 do you want to go ahead and break for lunch now before 20 going into the next area? 21 MS. ARGEROPLOS: Yeah. Let's do that. 22 MR. HILLYER: Okay. What time would y'all 23 like to come back? 1:00? 12:45? 24 MS. ARGEROPLOS: Let's do 12:45. 25 MR. HILLYER: 12:45 it is. Is that fine with</p> <p style="text-align: right;">Page 83</p>	<p>1 were transferred from on August 15, 2022. 2 Do you see that? 3 A I'm sorry. You pointed me to the last letter 4 which references a transfer outside the company. Is 5 that what your question refers to? 6 Q Second to last sentence. I'm sorry. 7 A Yes, sir. I see her request for same. 8 Q Okay. And did Prosperity return any funds to 9 the 3992 account? 10 A No, sir, we did not. Our reversing entry was 11 to a segregated account in our legal department's 12 control. 13 Q Okay. Well, that's not what my question was. 14 My question was did you return the funds to 15 Account 3992? 16 A No. 17 Q Okay. And going back to Exhibit 16. 18 A I have that in front of me. 19 Q Okay. And that letter, again, is from Jessica 20 Freedson to Michele Ross dated August 31, 2022; correct? 21 A Yes, sir, it is. 22 Q Okay. And it says "The subject funds have 23 been deposited into secured account number 0188, and the 24 funds will remain in that secured account pending 25 resolution of the conflicting instructions, notices, and</p> <p style="text-align: right;">Page 85</p>

<p>1 directions from Company and Controlling Agent with 2 respect to the transfer of funds."</p> <p>3 A Yes, sir.</p> <p>4 Q Okay. And so I'll ask you now: Why did 5 Prosperity put the funds into Account 0188 and not into 6 3992?</p> <p>7 A I would say that at this exact moment in time, 8 there were kind of two things happening that informed 9 our action.</p> <p>10 One, we were trying to confirm to the best of 11 our knowledge that we didn't have a claim on the 12 account. I think at or around the time of the letter, 13 we were relatively confident that we didn't or at least 14 couldn't produce conflicting information that we did.</p> <p>15 Separately, at or around this time, the 16 representatives of the debtor itself were seeking for 17 release and for us to allow use of funds for a variety 18 of issues, and so we -- rather than send them one way or 19 the other, we just put them into an account under our 20 legal control until we could, for lack of a better term, 21 get a referee.</p> <p>22 Q Okay. And Account 0188 is a deposit account; 23 correct?</p> <p>24 A I don't think it's technically a deposit 25 account. We have accounts within the GL system of the</p> <p style="text-align: right;">Page 86</p>	<p>1 A I've answered the question.</p> <p>2 Q Is it a deposit --</p> <p>3 A I don't think it is, but I don't know.</p> <p>4 Q How do you not know? You're the bank 5 representative. You don't know what an account is?</p> <p>6 A Can we just exhibit what you're looking at?</p> <p>7 Let's clear it up that way.</p> <p>8 Q Sure.</p> <p>9 A Thank you.</p> <p>10 Q Sure.</p> <p>11 MR. HILLYER: Can you bring up the Prosperity 12 Bank reply?</p> <p>13 MR. LANGLEY: Yep. Just a second.</p> <p>14 (Exhibit 21 was marked for identification.)</p> <p>15 BY MR. HILLYER:</p> <p>16 Q You should have Exhibit 21.</p> <p>17 A Pulling it up now. We've got that in front of 18 us.</p> <p>19 Q Okay. Look at page 9, paragraph 20.</p> <p>20 A Looks like we say it's a deposit account.</p> <p>21 Q Is that your testimony today?</p> <p>22 A Sure.</p> <p>23 Q Okay. And that deposit account -- you can go 24 back to Exhibit 16.</p> <p>25 A I'm sorry. I'm there.</p> <p style="text-align: right;">Page 88</p>
<p>1 bank that, I mean, you can use to clear transactions or 2 hold funds or that sort of stuff. So, I mean, it's just 3 an account that's within the company that is subject to 4 the control at the discretion of our legal department.</p> <p>5 Q Okay. Well, I'll ask you again. Is it -- is 6 0188 a deposit account?</p> <p>7 A I can't tell you with certainty if it is or 8 isn't technically styled a deposit account. It's an 9 account within the bank that we hold funds in.</p> <p>10 Q So I can produce it, but it -- would it 11 surprise you if the bank has filed a pleading with the 12 court that says the segregated account is a deposit 13 account and was created for the purpose of segregating 14 the subject funds from other cash held at Prosperity?</p> <p>15 A No, sir. That wouldn't surprise me.</p> <p>16 Q Okay. So is your testimony today that it is 17 or is not a deposit account?</p> <p>18 A My personal belief is that whether it is or 19 isn't isn't particularly relevant. It's an account that 20 we're holding the funds in and segregating. Like, I 21 don't know why we're stuck on if it's a deposit account. 22 It's not relevant.</p> <p>23 Q Well, Mr. Montgomery, you don't get to make an 24 objection. I'd ask you to answer the question. It's a 25 yes or no.</p> <p style="text-align: right;">Page 87</p>	<p>1 Q Okay. Go to the attachments past the letter, 2 please.</p> <p>3 A Yes, sir.</p> <p>4 Q Okay. And go to -- it will be Prosperity 423. 5 It should be the last page of that.</p> <p>6 A Okay.</p> <p>7 Q Okay. And that is an account statement, or 8 what would you describe that as, Mr. Montgomery?</p> <p>9 A So, I mean, that's where my comments on is it 10 a deposit account or is it an "an" account, 11 quote-unquote. I know you didn't like my answer, but 12 the account's styled in our name which is intended to 13 imply it belongs to no one else at the moment. We've 14 designated that it's held funds per legal related to the 15 Goodman Networks matter, and you can see a couple of 16 entries in the history.</p> <p>17 Q Okay. And, again, that -- my question was is 18 this a screenshot of an account within your internal 19 system?</p> <p>20 A Yes, sir.</p> <p>21 Q Okay. And what system would generate this 22 screenshot?</p> <p>23 A Our core system we've talked about, you know, 24 an official version of record -- it's out of Precision.</p> <p>25 Q Okay. And the -- who was the account owner of</p> <p style="text-align: right;">Page 89</p>

<p>1 0188?</p> <p>2 A The bank.</p> <p>3 Q Okay. And look down on the bottom. There's a</p> <p>4 blue line and a white line that says "Deposit,"</p> <p>5 "Deposit," and the two deposits total \$4,463,804.68; is</p> <p>6 that correct?</p> <p>7 A Yes, sir.</p> <p>8 Q Okay. The very -- the third to last column,</p> <p>9 I'll call it, "Reference," they both say -- or I'm</p> <p>10 sorry. One says "Advance 018795" and one says "Advance</p> <p>11 0187916"; is that correct?</p> <p>12 A Yes, sir. I see that reference.</p> <p>13 Q Okay. So what was the source of the</p> <p>14 \$4.463 million that was deposited in 0188?</p> <p>15 A Reversing entry to the two Genesis loan</p> <p>16 accounts.</p> <p>17 Q Okay. I'm going to ask you to be specific.</p> <p>18 I'm not saying reversal.</p> <p>19 Was that an advance made on those loans?</p> <p>20 A Yes. We readvanced, I guess you could say. I</p> <p>21 mean, a reversing entry just basically says take us back</p> <p>22 to where we were before something happened. And so in</p> <p>23 this case, I think we spent some time before lunch on</p> <p>24 our application of the funds, but once we decided that</p> <p>25 was not the appropriate action, we reversed that entry,</p> <p>Page 90</p>	<p>1 on the authority of someone in our legal department can</p> <p>2 do anything with.</p> <p>3 Q Okay. So, again, I appreciate that answer.</p> <p>4 What -- what I'm asking you is you keep using the term</p> <p>5 "reverse." And so you reversed the loan paydown to a</p> <p>6 loan advance. Is that what you're saying?</p> <p>7 A We basically said the paydown never happened.</p> <p>8 Q Okay. And so was your -- was the bank's</p> <p>9 intent to put all the parties back in the same position</p> <p>10 as before August 15th?</p> <p>11 A The bank's intent was twofold. One, we didn't</p> <p>12 believe at the time that we should have any benefit to</p> <p>13 the funds. Two, we wanted to make sure the funds were</p> <p>14 someplace where no one could get them until we</p> <p>15 determined whom the rightful holder should be.</p> <p>16 Q Okay. So are you -- is it your testimony</p> <p>17 today that on August 31st, Prosperity Bank was not</p> <p>18 claiming an interest in the funds in Account 0188?</p> <p>19 A I would say we were still trying to research</p> <p>20 if we did have a termination sort of event on the DACA</p> <p>21 that would preserve our interest in the funds, but we</p> <p>22 thought it was more likely than not at that point that</p> <p>23 we were not going to be able to produce that or dispute</p> <p>24 the DACA claim. And as a result, we felt like the right</p> <p>25 and correct action was to reverse the entry and not have</p> <p>Page 92</p>
<p>1 quote-unquote, took the loans back to the same place we</p> <p>2 were prior to having done it before, and put the funds</p> <p>3 in this 188 account. Sorry. The picture quality is not</p> <p>4 great here but --</p> <p>5 Q Okay. So what authority does the bank have to</p> <p>6 make -- strike that.</p> <p>7 Was the advance on the two Genesis loans done</p> <p>8 with Genesis's permission?</p> <p>9 A The readvance? No. I mean, we would have</p> <p>10 made that decision on our own.</p> <p>11 Q Okay. So sitting here today, the bank has the</p> <p>12 authority to readvance or -- you said readvance or</p> <p>13 advance \$4 million on a loan that was previously paid</p> <p>14 off without the permission of the borrower?</p> <p>15 A Again, the purpose of a reversing entry is to</p> <p>16 take you back to where you were before something</p> <p>17 happened, and because we thought there was an erroneous</p> <p>18 decision to apply funds, we corrected that erroneous</p> <p>19 decision, in our opinion, with this entry here.</p> <p>20 Q Okay.</p> <p>21 A And, again, we didn't want to -- we didn't</p> <p>22 want to put it in the 3992 account. We didn't want to</p> <p>23 send it anywhere where the Goodman Networks folks were</p> <p>24 trying to send it. We wanted a referee at the time, and</p> <p>25 this is an account that only someone in Prosperity Bank</p> <p>Page 91</p>	<p>1 a benefit of a loan paydown.</p> <p>2 Q Okay. Well, I'll ask you one more time. Was</p> <p>3 Prosperity Bank claiming an interest in the funds in</p> <p>4 0188 on August 31, 2022?</p> <p>5 A I'll answer it this way, I guess: I don't</p> <p>6 know. I've kind of tried to say if I thought we could,</p> <p>7 I would like to have an interest in these funds --</p> <p>8 right? -- because they're an easy way to get my Genesis</p> <p>9 loan paid off, especially if I thought I had rightful</p> <p>10 collateral once when we did that transaction.</p> <p>11 But I think just the mere action of reversing</p> <p>12 the entry is Prosperity's representation that we don't</p> <p>13 think we do have any -- at least a senior interest,</p> <p>14 priority interest in the funds.</p> <p>15 Q You keep saying "reverse," and I'm going to</p> <p>16 ask you this question: If you truly reverse a</p> <p>17 transaction, would money not go back into the account</p> <p>18 that it was taken out of?</p> <p>19 A I would say more likely than not, that's</p> <p>20 exactly what does happen. More often than not, better</p> <p>21 said.</p> <p>22 Again, specific to these funds, there appeared</p> <p>23 to us to be a dispute over ownership, and neither of the</p> <p>24 parties that were claiming ownership were us at the</p> <p>25 time, so we took a somewhat atypical path and reversed</p> <p>Page 93</p>

<p>1 them into this particular segregated account.</p> <p>2 Q Okay. So is -- the \$4.46 million that was</p> <p>3 used to pay off the Genesis loans came from Account 3992</p> <p>4 and was the funds of Goodman Networks?</p> <p>5 A Yes, sir. And we've talked about --</p> <p>6 Q Okay.</p> <p>7 A -- the assignment document that it was those</p> <p>8 funds.</p> <p>9 Q Okay. And the \$4.46 million that was</p> <p>10 deposited into Account 0188 was from a loan advance on</p> <p>11 two Genesis loans?</p> <p>12 A It was -- I mean, I guess the way I would</p> <p>13 think about it is it was the funds of 3992 just being</p> <p>14 moved over to this account.</p> <p>15 Q Well, I appreciate what you're saying, but</p> <p>16 that account statement says the source of funds was the</p> <p>17 advance on Genesis loans.</p> <p>18 Was that the source of funds for 0188?</p> <p>19 A Again, the reversal entry takes you back to</p> <p>20 where you were before. The only way to reverse a</p> <p>21 paydown would be to readvance the funds, and that's what</p> <p>22 we did. I have to unwind the original transaction.</p> <p>23 MR. HILLYER: Can you pull up the loan</p> <p>24 statement sheet?</p> <p>25 MR. LANGLEY: 17?</p> <p>Page 94</p>	<p>1 Q Okay. But I'm asking you what I hope is a</p> <p>2 simple question. On 8/30/2022, an advance of 2.996 was</p> <p>3 made to Genesis Loan 7915.</p> <p>4 That's what that says; correct?</p> <p>5 A Yes, sir. Again, we're reversing the items</p> <p>6 immediately -- let me finish, please. We're reversing</p> <p>7 the items immediately precedent to that which are pay</p> <p>8 off that loan.</p> <p>9 Q Okay. And on 8/30/2022, 2,996,789.46 was</p> <p>10 deposited into the Deposit Account 0188; is that</p> <p>11 correct?</p> <p>12 A Yes, sir. There were --</p> <p>13 Q Okay.</p> <p>14 A -- two deposits on that date.</p> <p>15 Q Okay. Let's bring up -- publish the next</p> <p>16 exhibit. 12474.</p> <p>17 (Exhibit 22 was marked for identification.)</p> <p>18 BY MR. HILLYER:</p> <p>19 Q It will be Exhibit 22.</p> <p>20 A We're working on it.</p> <p>21 I have that email in it front of me.</p> <p>22 Q Okay. And this is an email from Michele Ross</p> <p>23 to Jessica Freedson in response to the August 31st</p> <p>24 letter sent by Ms. Freedson, which was Exhibit 16.</p> <p>25 Do you understand that to be accurate?</p> <p>Page 96</p>
<p>1 MR. HILLYER: Yes.</p> <p>2 BY MR. HILLYER:</p> <p>3 Q Look at Exhibit 17, please.</p> <p>4 A Yes, sir. I have that now.</p> <p>5 Q Okay. Go to -- it will be Prosperity 17052.</p> <p>6 A Okay.</p> <p>7 Q Okay. And look on that where it says</p> <p>8 8/30/2022.</p> <p>9 A Okay.</p> <p>10 Q Okay. And what is that advance of? I mean</p> <p>11 what is that amount that was advanced on the loan?</p> <p>12 A So there's four entries that are categorized</p> <p>13 as loan payoff. I don't have a calculator with me, but</p> <p>14 my expectation would be the late charge payment, the fee</p> <p>15 payment, the interest, and the principal payment would</p> <p>16 total the 2,996,799.46.</p> <p>17 So those are the four entries we would have</p> <p>18 made when we applied the funds from the deposit account.</p> <p>19 I think I had told you probably it would have been</p> <p>20 something like 20 or 25 thousand of interest on average.</p> <p>21 This is only a portion of that -- right? -- because</p> <p>22 we're talking about the revolving line of credit.</p> <p>23 Q Right.</p> <p>24 A And then there's a couple other interest and</p> <p>25 late charge-looking things.</p> <p>Page 95</p>	<p>1 A Can you say that one more time? I'm sorry. I</p> <p>2 haven't made you repeat much, but I didn't follow you.</p> <p>3 Q Okay. So it says -- the first line says</p> <p>4 "Thank you for your letter earlier today."</p> <p>5 A Okay. Thank you. I've got that piece.</p> <p>6 Q Okay. And that letter is Exhibit 16, which we</p> <p>7 looked at earlier.</p> <p>8 A Yes, sir. Thank you.</p> <p>9 Q Okay. Okay. I would direct you to this is --</p> <p>10 Ms. Ross writes "We believe it is appropriate for the</p> <p>11 funds to be held in and not distributed from the</p> <p>12 original Account Number 3992, subject to the terms of</p> <p>13 the DACA. We believe your goal is to maintain the</p> <p>14 status quo pending such resolution. Holding the funds</p> <p>15 in that account will serve to limit or eliminate any</p> <p>16 argument that the transfer impaired the rights of</p> <p>17 US Bank National Association and UMB Bank, National</p> <p>18 Association."</p> <p>19 Is that what it says?</p> <p>20 A Yes, sir.</p> <p>21 Q Okay. And, again, why did Prosperity not put</p> <p>22 the funds into 3992 and leave them in Account 0188?</p> <p>23 A It's my opinion that the funds were still in</p> <p>24 dispute and, frankly, still are.</p> <p>25 Q Okay. Who -- when you say "in dispute,"</p> <p>Page 97</p>

25 (Pages 94 - 97)

<p>1 dispute -- dispute between who?</p> <p>2 A Again, we had a claim from this party. We</p> <p>3 also had the Goodman Networks entities saying that the</p> <p>4 deposits should be made available and returned to them.</p> <p>5 This letter is asking us to put a hold on those accounts</p> <p>6 so that nothing can happen. I mean, we --</p> <p>7 Q Okay.</p> <p>8 A We honestly didn't know who the funds</p> <p>9 rightfully belonged to. I've answered the question that</p> <p>10 we did not think it was us reasonably at the time.</p> <p>11 That's why they were there.</p> <p>12 We -- I now believe they were subject to the</p> <p>13 DACA and should be returned to the benefit of those</p> <p>14 holders, but I mean, we're -- we're in a bankruptcy now,</p> <p>15 and we're just waiting on someone to tell us what to do</p> <p>16 with these funds, and I believe we've offered a</p> <p>17 settlement. We'll do that almost immediately upon</p> <p>18 getting that direction.</p> <p>19 Q Okay. So, again, to be clear, the dispute</p> <p>20 that you're talking about is a dispute between the</p> <p>21 bondholders and the debtor, not a dispute between the</p> <p>22 bondholders, the debtor, and Prosperity?</p> <p>23 A Prosperity did not reasonably believe the</p> <p>24 funds were or could be for the benefit of us at that</p> <p>25 time. If I -- if I had subsequent to any of these</p> <p style="text-align: right;">Page 98</p>	<p>1 deposited in 0188, did the debtor ask Prosperity to put</p> <p>2 the money back into 3992?</p> <p>3 A There's emails that we've provided in</p> <p>4 discovery that will help certain the time frame. I'm</p> <p>5 telling you that, yes, we had inbound emails from</p> <p>6 Goodman Networks requesting the funds, and I just want</p> <p>7 to be sure of the timing of those requests.</p> <p>8 Q Okay. So I guess my question is sitting here</p> <p>9 right now -- and we can go through emails -- did the</p> <p>10 debtor request Prosperity to put the money back in 3992</p> <p>11 after August 31st?</p> <p>12 A I can't say that for certainty. We're trying</p> <p>13 to find a document that will address your question,</p> <p>14 though.</p> <p>15 Q I'm not -- I'm just saying at any time.</p> <p>16 A Yes.</p> <p>17 Q I'm --</p> <p>18 A The answer to that question is yes. At any</p> <p>19 time in this process while the funds were -- we were</p> <p>20 trying to figure out what to do, and while other people</p> <p>21 were making claim on the funds, yes, Goodman Networks</p> <p>22 was asking for the funds.</p> <p>23 Q No. Goodman Networks was asking for the funds</p> <p>24 to be put back in the 3992 account, was the question.</p> <p>25 A I can't tell you exactly where they were</p> <p style="text-align: right;">Page 100</p>
<p>1 emails found a termination of the DACA, we would be in</p> <p>2 this proceeding fighting that those are our collateral.</p> <p>3 We have not been able to locate that, which likely means</p> <p>4 it doesn't exist at this point.</p> <p>5 I would also say since the date of this</p> <p>6 correspondence, the dispute on the funds has broadened,</p> <p>7 and we're simply trying to get someone to tell us what</p> <p>8 we should do with the funds.</p> <p>9 Q Okay. So we already looked at Ms. Ross's</p> <p>10 email. The bondholders wanted Prosperity to put the</p> <p>11 funds into 3992; correct?</p> <p>12 A Yes, they did.</p> <p>13 Q Okay. And you said the debtor -- or I'm</p> <p>14 sorry, Goodman Networks. Where did Goodman Networks</p> <p>15 want Prosperity to put the -- put the subject funds?</p> <p>16 A So, I mean, they were basically -- and I'm not</p> <p>17 sure where their bankruptcy filing happens in relation</p> <p>18 to this time frame exactly, but they were wanting to</p> <p>19 satisfy some of their creditors and expenses, and</p> <p>20 obviously they would have had use of those funds prior</p> <p>21 to August 16th. So they're telling us, "Hey, those are</p> <p>22 our funds. We want to be able to access them" around</p> <p>23 this time as well.</p> <p>24 Q Okay. Well, I'm saying after August 30 -- I'm</p> <p>25 saying after August 31st, which is when the funds were</p> <p style="text-align: right;">Page 99</p>	<p>1 asking to put it. That's why I want the email. I want</p> <p>2 to be able to answer these with certainty. They were</p> <p>3 asking for us to do something with the funds that were</p> <p>4 for the benefit of them and what they wanted to do with</p> <p>5 them.</p> <p>6 MR. HILLYER: Can we go ahead and publish</p> <p>7 15367?</p> <p>8 MR. LANGLEY: Exhibit 23.</p> <p>9 (Exhibit 23 was marked for identification.)</p> <p>10 BY MR. HILLYER:</p> <p>11 Q Exhibit 23.</p> <p>12 A I have that document in front of me.</p> <p>13 Q Okay. And give me one second to see how many</p> <p>14 pages are in that Exhibit 23.</p> <p>15 A I just have two in what you've provided to the</p> <p>16 site.</p> <p>17 Q Okay. It's two pages. So let's just look on</p> <p>18 the email in the middle of the page, John Goodman to</p> <p>19 Bater Bates on October 28, 2022.</p> <p>20 "Hey, Bater. Let's please discuss this --</p> <p>21 this one of many invoices I need to get paid -- get" --</p> <p>22 let's start over.</p> <p>23 "Hi, Bater. Let's please discuss this as one</p> <p>24 of -- this is one in one of many invoices that I need to</p> <p>25 get paid in order to keep the company operating at a</p> <p style="text-align: right;">Page 101</p>

<p>1 bare minimum. We need some capital released out of that 2 account at Prosperity. There isn't any cash inside the 3 company. Can you, myself, and David from Akerman speak 4 on Monday morning?"</p> <p>5 Okay. And Bater Bates responds, "No, I cannot 6 do this, John. Until a credit restructure or repayment 7 is completed, the money is pledged."</p> <p>8 Do you see that?</p> <p>9 A Yes, sir.</p> <p>10 Q Okay. "If we reached a restructure and the 11 money was released, as I informed you on Friday, the 12 money would go back into the account and would be 13 subject to the notice of control by the bondholders," 14 quotations, "they would pull the funds. Unless you have 15 gotten something done with the note repurchase, this is 16 not a viable option."</p> <p>17 Okay. So my question is what is Mr. Bates 18 talking about?</p> <p>19 A I honestly don't know. There's a reference on 20 a note repurchase. Best of my knowledge, we're not 21 discussing any note repurchase, quote-unquote, with my 22 debt.</p> <p>23 My recollection at or around this time is John 24 was asserting control of the now-bankrupt Goodman 25 Networks. I believe he was trying to buy the</p> <p style="text-align: right;">Page 102</p>	<p>1 claiming an interest in the funds in 0188, but please 2 disagree with me.</p> <p>3 That's not what Mr. Bates is saying two months 4 after that letter; isn't that correct?</p> <p>5 A [Indiscernible.] 6 (Reporter clarification.)</p> <p>7 THE WITNESS: That's not what he was saying, 8 no.</p> <p>9 BY MR. HILLYER:</p> <p>10 Q Do you think that that email from Bater Bates 11 is a misrepresentation?</p> <p>12 MS. ARGEROPLOS: Objection. Form.</p> <p>13 THE WITNESS: It's hard to say what he's 14 thinking. Again, and I don't -- y'all can dispute this.</p> <p>15 My understanding is that John was trying to 16 negotiate something with the bondholders at that time, 17 and it could be a restructure; that he's probably just 18 telling John no because John's probably emailing with 19 some persistence and saying, "I need the money. I need 20 the money," and a way to let John know that we're not 21 going to do anything with the money is maybe the words 22 that he chose.</p> <p>23 But I honestly believe in my heart of hearts 24 that we had that money segregated. And ever since the 25 day we have sent that letter, we've asserted that we're</p> <p style="text-align: right;">Page 104</p>
<p>1 bondholders at a discount, but I'm not for certain of 2 that.</p> <p>3 But long story short, he comes around the hoop 4 right around the time we're dealing with this and is 5 wanting the money, at least in this case, to pay some 6 bills.</p> <p>7 I don't know why Bater said we would have 8 returned the money. We wouldn't have done that.</p> <p>9 Q Okay.</p> <p>10 A And, again, those funds are in a legal hold at 11 that time. He couldn't have done anything without 12 legal.</p> <p>13 Q Okay. Let's talk about the first line. 14 "Until a credit restructure or repayment is completed, 15 the money is pledged."</p> <p>16 A payment -- "a credit restructure or 17 repayment is completed." Does that mean with Genesis?</p> <p>18 A Probably, yeah.</p> <p>19 Q Okay. And then it says "the money is 20 pledged." To Prosperity?</p> <p>21 A That appears to be what he meant. I don't 22 think that's the official position of the company as we 23 sit on 10/31 or as we sit here today.</p> <p>24 Q Okay. Well, that's my next question, 25 Mr. Montgomery, is you said that the bank was not</p> <p style="text-align: right;">Page 103</p>	<p>1 not going to do anything with it.</p> <p>2 BY MR. HILLYER:</p> <p>3 Q Give me one second.</p> <p>4 I'm trying to reconcile what you just said, 5 Mr. Montgomery, with -- is it a fair reading that -- of 6 this email that here Bates is saying the money in 0188 7 will not be released to anyone by Prosperity until the 8 Genesis loan restructure or repayment is completed?</p> <p>9 A I've kind of answered this question. I can't 10 tell you what he was thinking. I can only tell you what 11 we were thinking, and that being me and others on the 12 executive team.</p> <p>13 We -- we had zero intent of doing anything 14 with that money, whether that loan was paid in full, 15 whether it was restructured, whether it was charged off 16 or anything else, and that remains our position today, 17 and it's supported by all of our actions since we put 18 those funds in that account.</p> <p>19 Q Okay. I'll ask you this question: So this 20 email is Bater Bates, John Goodman, David Parham, and 21 Andrea Hartley, who are attorneys at Akerman.</p> <p>22 Is anyone other than Bater Bates speaking 23 with -- this is post-petition, Mr. Montgomery. This is 24 once the bankruptcy case has started.</p> <p>25 Is anyone in legal after sending all --</p> <p style="text-align: right;">Page 105</p>

<p>1 Jessica Freedson or anyone at the bank? What is Bater 2 Bates doing communicating with debtor's counsel? 3 A I can't answer that. 4 Q Let's go on to publish 15369. 5 A I will say that email is in response to a 6 direct email from John to Bater without debtor's 7 counsel, so someone added those. Presumably Bater. 8 MR. HILLYER: Do we have 15369? 9 MR. LANGLEY: That will be Exhibit 24. 10 MR. HILLYER: Okay. 11 (Exhibit 24 was marked for identification.) 12 BY MR. HILLYER: 13 Q You should have Exhibit 24. 14 A I have it. 15 Q Okay. 16 A I guess for context, can I have two minutes to 17 look at the 23 exhibit? 18 Q Sure. 19 A Okay. Thank you. 20 Q Okay. I believe we published it as 21 Exhibit 24, an email, and then we just republished it as 22 Exhibit 25 because of the stamp covering up some of the 23 substance. 24 (Exhibit 25 was marked for identification.) 25 THE WITNESS: Give us one second to go to the</p> <p style="text-align: right;">Page 106</p>	<p>1 gets an email from lawyers, what is the bank's policy 2 about lawyer communications? 3 A I don't know that there is one. 4 Q Okay. So are you saying -- does this email go 5 to legal? 6 A No. The bank's policy is not that every email 7 that includes someone's legal counsel also gets a 8 corresponding cc from bank counsel, either internal or 9 external. 10 Q Okay. Go to the bottom of the first page of 11 Exhibit 24. And Mr. Bates writes "In negotiating with 12 the bondholder's counsel, the loan was readvanced and 13 the funds were placed in a Prosperity Bank escrow 14 account (fbo GNet) which still secures our loan." And 15 this is October 31st. 16 Do you agree with that statement? 17 A That's what the email says. 18 Q That's not what I asked you, what it says. I 19 said does the bank agree with that statement? 20 A I feel like I've kind of already spoken to 21 that. I mean, again, there was a 2 percent chance we'd 22 figure it out, but we remitted it to the 118 account 23 because we didn't think we had a reasonable and good 24 claim to the funds. 25 Q Okay. So let's talk about that. So this is</p> <p style="text-align: right;">Page 108</p>
<p>1 new one. 2 Okay. 3 BY MR. HILLYER: 4 Q And this is a different email chain from the 5 Exhibit 23. You'll see by the subject line, previously 6 it was "Goodman - Extension of Instructions of D&O 7 coverage," and this is "Goodman funds at Prosperity." 8 Do you see that? 9 A Yes, sir. That's what makes the multiple 10 exhibits hard. It looks like two simultaneous chains 11 are going on. 12 Q Right. And so on this chain, this is going 13 back to -- go to August -- Saturday, October 29th, and 14 this is a chain from John Goodman to Bater Bates and 15 copying counsel for the debtor and asks Bater Bates "Can 16 you please provide an update to Goodman's counsel the 17 status of the funds on deposit with Prosperity? Last we 18 spoke, I understood the company requested the funds be 19 moved into escrow and that the bondholders were 20 attempting to get control or lock up the funds. The 21 company has very little cash and is attempting to keep 22 professional paid as we work through the involuntary 23 Chapter 7 filing and needs capital to do so." 24 Okay. And Mr. Bates responds two days later. 25 And before I look at the substance, so when Mr. Bates</p> <p style="text-align: right;">Page 107</p>	<p>1 two months after the letter came from Ms. Freedson at 2 Prosperity and the money was put into Account 0188. 3 Is it your testimony today that two months 4 later, the bank had not made a decision whether it -- 5 the funds in the 0188 account was its collateral and 6 they asserted an interest in it? 7 A That would be in direct conflict from the 8 first four times I answered that question. Once we put 9 it back in 1188 back in August, the bank reasonably did 10 not believe we had an interest in the funds. At 11 least -- 12 Q Okay. 13 A -- a similar secured interest. And that's not 14 relevant either but -- 15 Q Okay. And that position is directly opposite 16 to what Mr. Bates writes: "which still secures our 17 loan." 18 A That's fair. 19 Q Okay. And at the top of Exhibit 24, that is a 20 letter from an attorney to Mr. Bates alleging that the 21 transfer of funds from Goodman Networks for security for 22 a loan to Genesis was without consideration and we 23 believe it's a fraudulent transfer and the funds need to 24 be returned. 25 Okay? Isn't that what it says?</p> <p style="text-align: right;">Page 109</p>

<p>1 A Yes, sir.</p> <p>2 Q Okay. Does that go to legal?</p> <p>3 A My personal opinion was it should have once</p> <p>4 someone started saber-rattling on this level, but again,</p> <p>5 I don't think we have a consistent policy for same.</p> <p>6 Q Okay. Do you know if this email went to</p> <p>7 legal?</p> <p>8 A My understanding is it did not.</p> <p>9 Q Okay. Give me one second.</p> <p>10 MR. HILLYER: Let's publish 15989.</p> <p>11 (Exhibit 26 was marked for identification.)</p> <p>12 THE WITNESS: Will that be 26 on our end?</p> <p>13 BY MR. HILLYER:</p> <p>14 Q Yes. I'm sorry. Yeah. Exhibit 26. Bear</p> <p>15 with us. We're having trouble with the stamps.</p> <p>16 A You're fine.</p> <p>17 Q Okay. Mr. Montgomery, we're now in December</p> <p>18 of 2022, which is another almost six weeks after the</p> <p>19 previous October emails.</p> <p>20 And John Goodman asks Bater Bates at the</p> <p>21 bottom of the page, "I would like to request the funds</p> <p>22 being held at Prosperity be moved to Goodman Networks or</p> <p>23 to the bond trustee. Can you please provide me a</p> <p>24 response on Prosperity's ability?"</p> <p>25 Isn't that what it says?</p> <p>Page 110</p>	<p>1 Q Okay. Would you agree with me it sounds like</p> <p>2 the money is being held in 0188 not because of a dispute</p> <p>3 between any of the parties about where the funds go but</p> <p>4 rather that the bank is holding that money as</p> <p>5 essentially a -- a leverage position to get a Genesis</p> <p>6 loan restructure done?</p> <p>7 A I mean, that's what the email says, but I'm</p> <p>8 telling you that's just not what we were doing.</p> <p>9 Q Okay. When you say, "I wouldn't have done</p> <p>10 that," are you saying the bank or are you saying you</p> <p>11 personally, Mr. Montgomery?</p> <p>12 A As corporate representative for the bank, I</p> <p>13 can say that with certainty. I, we, the bank, wouldn't</p> <p>14 have done it.</p> <p>15 Q Did anyone at the bank communicate with</p> <p>16 Goodman Networks other than Bater Bates?</p> <p>17 A That's a pretty broad question. Can you</p> <p>18 narrow it?</p> <p>19 Q Okay. On or around this time that Bater Bates</p> <p>20 is responding that Prosperity will not release the money</p> <p>21 in 0188, is anyone at the bank other than Bater Bates</p> <p>22 discussing --</p> <p>23 A I mean --</p> <p>24 Q -- this matter with Goodman Networks or their</p> <p>25 attorneys?</p> <p>Page 112</p>
<p>1 A Yes, sir.</p> <p>2 Q Okay. So this is John Goodman asking that the</p> <p>3 money be sent to either Goodman Networks or the bond</p> <p>4 trustees, either/or; correct?</p> <p>5 A Yes, sir.</p> <p>6 Q Okay. And Bater Bates responds two days</p> <p>7 later: "We are not in a position to do that yet. The</p> <p>8 restructure of the debt was delayed on the Genesis side.</p> <p>9 We hope to have it approved and finish documenting early</p> <p>10 next week. The 3mm line that is. Your debt is later in</p> <p>11 the week."</p> <p>12 Mr. Montgomery, it sounds like Mr. -- the</p> <p>13 request has been made, that there's no longer a dispute,</p> <p>14 that the debtor is asking send it to the bond trustee or</p> <p>15 send it to us. You're saying that the bank claims no</p> <p>16 interest in the funds in 0188, but Mr. Bates says you're</p> <p>17 not in a position to do that until a Genesis loan is</p> <p>18 restructured.</p> <p>19 Can you explain that?</p> <p>20 A No, sir.</p> <p>21 Q I'm sorry?</p> <p>22 A I said no. I can't explain what he's trying</p> <p>23 to represent here. This is different from anything we</p> <p>24 were discussing on a much broader basis within the</p> <p>25 company at the time.</p> <p>Page 111</p>	<p>1 A I don't -- I just don't know the answer to</p> <p>2 that, to be honest with you. I don't believe so, but</p> <p>3 who knows. I mean, Bater at this time is trying to work</p> <p>4 on a restructure of the Genesis debt for sure. I don't</p> <p>5 know what he believes John's involvement in that to be</p> <p>6 other than the brothers have always represented some of</p> <p>7 the debt to the other one. The legal says much</p> <p>8 different.</p> <p>9 John -- I mean, we've had a long relationship</p> <p>10 with John and the trust which I referenced earlier in</p> <p>11 the deposition that goes back a lot of years at this</p> <p>12 point, more than five.</p> <p>13 John doesn't seem like a businessman that's</p> <p>14 really astute and, at least from what I've seen from</p> <p>15 afar, hasn't really done what he's said he's going to</p> <p>16 do.</p> <p>17 I think there's probably some level of Bater</p> <p>18 just trying to make him go away and leave him alone.</p> <p>19 But, again, we are working on a restructure of the</p> <p>20 Genesis debt. Whether Bater thought some promise to do</p> <p>21 something on the funds was part of that, I don't know.</p> <p>22 But I can tell you, I mean, I come into this</p> <p>23 situation sometime in Q1 of '23 and take over</p> <p>24 administration of the loan, and there's not going to be</p> <p>25 a single document, I don't believe, that involves me</p> <p>Page 113</p>

<p>1 where we ever represent that the funds can be part of 2 any restructure. 3 I think I've had cursory review, you know, 4 discussions with John. But, again, my opinion of John 5 was he didn't handle his business as agreed and he 6 wasn't obligated on the debt I was trying to 7 restructure, so I didn't have much cause to negotiate 8 meaningfully with him. 9 Q All right. Thank you. 10 Let's go to Prosperity 16117. 11 (Exhibit 27 was marked for identification.) 12 THE WITNESS: Cam, do you mind if I grab a 13 bottle of water while we're doing that? 14 BY MR. HILLYER: 15 Q Not at all. Please. If you ever need a 16 break, just say it. 17 A Don't need a break. Just some more water. 18 Thank you. 19 I don't know what your temperature is, but 20 we're on like our 75th day of 100 here. 21 Q If it helps, you and I both lost our jackets 22 at the break. 23 A I was very glad to see you take yours off. 24 Q It's unbearably hot. 25 MS. ARGEROPLOS: The transcript.</p> <p style="text-align: right;">Page 114</p>	<p>1 Do you see -- I mean, is there any -- is there 2 any other way to read that, Mr. Montgomery? 3 A I don't think I've tried to defend this course 4 of action yet in the deposition of what he was saying. 5 I don't intend to start right now. 6 Q I understand but -- 7 A I continue to disagree. I continue to think 8 that was not correct, and any indication that we were 9 going to do anything different with the funds that were 10 in the 118 account was just a misrepresentation. The 11 bank -- 12 Q Okay. 13 A We were never considering this. 14 Q Understand. 15 So now Taylor Burns is on. It's someone other 16 than Bater Bates -- in addition to Bater Bates. I'm 17 sorry. 18 And what is Taylor Burns' relationship with 19 Bater Bates? Where is the hierarchy within the bank? 20 A Taylor would be a subordinate to Bater. And I 21 had mentioned earlier there were a couple members of 22 Bater's -- I think I called them the lending team, 23 Taylor and Jordan Yenne. 24 Just so we can put this to bed, I guess 25 Mr. Yenne's wife has died prior to this email, and I</p> <p style="text-align: right;">Page 116</p>
<p>1 THE WITNESS: Y'all kidding about prior 2 transcript -- 3 BY MR. HILLYER: 4 Q Okay. Do you have Exhibit 20- -- 5 MS. ARGEROPLOS: 27. 6 BY MR. HILLYER: 7 Q -- 27? Okay. 8 Mr. Montgomery, this is -- now we're into late 9 January of -- January 31, 2023, the last day of the 10 month, and Mr. Bates is now writing to John Goodman, 11 James Goodman, Zachary Wiebe at Genesis, and Taylor 12 Burns at Prosperity is on the email now, and the subject 13 is "Term Loan." 14 "We are still trying to get the debt of 15 Genesis Telecom (3 million revolver and 1.4 term loan) 16 restructured so the GNet cash in escrow can be released, 17 but we're not there yet. Attached is an overview of a 18 term loan that would be extended to you with the support 19 of Endeavor and James." 20 So, again, I ask you: Now we are way beyond 21 days. We're months from the August 31st and the October 22 emails and the early December emails and we're 23 essentially into February, and Bater Bates is still 24 saying that the funds cannot be released until the 25 Genesis Telecom debt is restructured.</p> <p style="text-align: right;">Page 115</p>	<p>1 believe he's either just left the bank or is just about 2 to, so the fact that he's not around on this email is, 3 in my opinion, probably linked to that event. 4 Q Okay. Let's go next to Prosperity 16486. 5 (Exhibit 28 was marked for identification.) 6 THE WITNESS: See? I broke it already. 7 BY MR. HILLYER: 8 Q It will be Exhibit 28. Do you see it? 9 A We're pulling it up now. 10 Q Okay. 11 A Okay. 12 Q Okay. Let's go just to the top line, 13 Mr. Montgomery. This is now March 6, 2023, and this 14 time it's from you to James Goodman and John Goodman, 15 and you said, "We are planning to motion the court to 16 release the cash collateral back to us to satisfy the 17 loan." 18 Is that what it says? 19 A Yes, sir. 20 Q Okay. You testified earlier that the bank is 21 not asserting an interest in that money. 22 How does that -- how do you explain that 23 email? 24 A I'm just trying to negotiate a workout at that 25 point, to be honest with you. I don't know what the</p> <p style="text-align: right;">Page 117</p>

<p>1 circumstances around our pleadings were around that 2 time. I know this is at or around the time kind of end 3 winter. I think we thought about doing that. I don't 4 know if we actually did, but we discussed whether or not 5 we would be able to do that. That's internally with 6 counsel. 7 Q Well, I'll ask you specifically. So on 8 March 6, 2023, do you think the funds in the 0188 9 account is Prosperity's cash collateral? 10 A No, sir. 11 Q Okay. Are you intentionally misrepresenting 12 it in an email to James Goodman and John Goodman? 13 A That's not my intent, sir. No. I think what 14 I'm intending to say here is we were, I think, around 15 this time trying to give the money back to the court. 16 This has got to be around the time that we're actively 17 engaged in multiple versions of a settlement agreement 18 where we were agreeing to do same. 19 Q Okay. 20 A Satisfy the loans. Probably a misstatement. 21 Q But, Mr. Montgomery, it says "release the cash 22 collateral back to us to satisfy the loan." 23 Were you talking about the Genesis loan? 24 A I'm sure I was. That's what we're negotiating 25 at this point, and we've obviously transitioned or are</p> <p style="text-align: right;">Page 118</p>	<p>1 All right. I think we're good. 2 (Exhibit 29 was marked for identification.) 3 BY MR. HILLYER: 4 Q Okay. Exhibit 29. Do you see it now? 5 A Yes, sir. 6 Q Okay. So the subject line is "Prosperity 7 Bank - Notice of Default." 8 A Yes, sir. 9 Q Okay. And so this is an email chain that 10 starts with your counsel emailing James Goodman, copying 11 you and a -- and another attorney at Jackson Walker that 12 says "Please see attached notice of default regarding 13 the Prosperity loans to Genesis Networks Telecom." 14 And Mr. James Goodman responds: "Let me get 15 with Zach. I thought this was resolved." 16 And you respond: "As I'm sure you are already 17 aware, we have filed a motion for an agreed order to 18 release the cash held in escrow to the bankruptcy 19 trustee on advice of counsel. As such, we consider that 20 issue closed as it relates to the Genesis debt and your 21 personal guaranty." 22 Can you explain that for me? What issue was 23 closed as related to the Genesis debt and personal 24 guaranty? 25 A Again, James and John are trying to figure out</p> <p style="text-align: right;">Page 120</p>
<p>1 transitioning at this time administration of the credit 2 to special assets. 3 Q So I'll ask you just specific. If you don't 4 claim an interest and you don't think it's your 5 collateral, where is the truthfulness in that email to 6 the Goodmans? 7 A You can call it factually incorrect or 8 untruthful or whatever you'd like. I can't tell you 9 exactly what I was thinking on 3/6. 10 Q Okay. Well, I'll ask you this: Are you 11 disclaiming that statement like you -- like the bank is 12 disclaiming Mr. Bates' statements in the previous 13 emails? 14 A Sure. 15 Q Okay. So as the corporate representative of 16 Prosperity, you're disclaiming your own email? 17 A I'm telling you at this time we're trying to 18 work out the cash position. This is clearly sent from 19 my iPad or iPhone. It's probably on the fly. 20 Q Give me one second. 21 A I mean, we're doing two things in this email. 22 We're trying to resolve the cash situation with the 23 court, and we're trying to work out the loan. So... 24 MR. HILLYER: All right. Let's publish 16495. 25 16495. Give me one second.</p> <p style="text-align: right;">Page 119</p>	<p>1 what to do. They're asking us to do something with the 2 cash collateral too. We're getting more and more up to 3 speed on where we're at on that, and I'm basically 4 telling him anything that involves that account isn't 5 realistic at this point. 6 We've filed a motion. He's obviously party to 7 anything that's going on in the bankruptcy situation. 8 And this kind of goes to my email earlier. At or 9 around -- or my comments earlier. At or around this 10 time, we're petitioning the money back to the court or 11 trying to get it back there. 12 Q Okay. And the second line is "Please be 13 further advised that I have requested your deposition 14 transcript from that case as well. The trustee has made 15 certain representations as to its content that, if true, 16 create a troubling fact set for your business and 17 relationship with Prosperity, as well as the legitimacy 18 of any asset transfer from Endeavor to Genesis." 19 Okay. Can you give me some background on your 20 knowledge of the deposition transcript from the trustee? 21 A It's been a while, probably the end of the 22 first quarter, but through our counsel I requested a 23 copy of it and I read it. It's about 450 pages. 24 Q Right. I'm asking in this email you don't 25 have the transcript yet. You just said you've been</p> <p style="text-align: right;">Page 121</p>

<p>1 advised of representations. 2 Who told you about James Goodman's deposition 3 and representations that create a troubling fact? 4 A Bank counsel. 5 Q Okay. And the last line says "as well as the 6 legitimacy of any asset transfer to Endeavor from 7 Genesis." 8 So I'll try not to revisit or reopen that 9 line, but correct me if I'm wrong. I believe you 10 testified earlier that you are not certain if assets 11 were transferred from Genesis to Endeavor. 12 Is that your prior testimony? 13 A That's true. That's my testimony today, and 14 that's how I felt on 3/24/23. 15 Q Okay. So you were saying as a -- you don't 16 know if there was any assets transfer from Endeavor to 17 Genesis when you wrote that? 18 A At this point in the workout, I'm coming up to 19 speed on the deal. I haven't had a ton of interaction 20 with James or John. I don't really want to have any 21 with John because of prior dealings. Again, I think I 22 referenced wasn't quite sure. 23 I'm trying to see in this email that's kind of 24 a salvo to see if James is a good or a bad guy and 25 telling him I'm going to pull his Genesis deposition and</p> <p style="text-align: right;">Page 122</p>	<p>1 on a deposit account is put in place, who has the 2 authority to take any action on that account? 3 A I mean, nobody until they're advised by legal 4 what, if anything, to do. 5 Q Okay. For -- I don't want to get into 6 hypotheticals but -- so if you call up and say, "Hey, 7 transfer a million dollars of that 0188 to the 8 bondholders." You can't do that without legal's 9 approval. 10 A No, sir. 11 Q Is that correct? 12 A That's true. 13 Q Okay. So -- all right. Let's put in 17060. 14 MR. LANGLEY: 31. 15 (Exhibit 31 was marked for identification.) 16 BY MR. HILLYER: 17 Q It should be Exhibit 31. 18 A I have that in front of me. 19 Q You have it in front of you? 20 A Yes, sir. 21 Q Okay. So this says it's a proof daily 22 transaction journal. Is this something that's generated 23 from the core system that you referenced earlier? 24 A My gut is no because it doesn't look like 25 anything that I would take from the core system, but</p> <p style="text-align: right;">Page 124</p>
<p>1 telling him I might look to see if he did illegitimate 2 things is intended to put him on notice that that's 3 where we're going. 4 Q Okay. Give me one second. 5 All right. I'm going to introduce -- it's 6 Prosperity 17056. 7 MR. LANGLEY: It will be Exhibit 30. 8 (Exhibit 30 was marked for identification.) 9 BY MR. HILLYER: 10 Q It will be Exhibit 30. I'll represent to you, 11 Mr. Montgomery, this is an -- a Prosperity document for 12 the procedures for adding critical alerts, and this was 13 produced by your counsel in response to restrictions 14 placed on the 0188 account. 15 Are you familiar with these procedures or -- 16 A Yes. 17 Q Okay. And so you go to page 2 that deals with 18 deposit accounts. Okay? And it's six -- "Demand 19 Deposit Accounts." Six events that qualify for critical 20 alerts. 21 If you'll look at the fourth bullet point 22 down, "Legal alerts," is that what is currently on 23 Account 0188? 24 A Yes, sir. 25 Q Okay. And once it's put -- once a legal alert</p> <p style="text-align: right;">Page 123</p>	<p>1 that said, I mean, I don't know if there is, like, 2 behind-the-scenes reporting. I'm sure there probably 3 is. And I don't know if this is referencing that or 4 something in our accounting software. But either way, 5 it's somewhere in that part of the daily processing. 6 Q Okay. And, again, I believe we've covered 7 some of this, so this looks like four line entries: 8 two debits, two credits. 9 Would that be correct? 10 A I don't see anything that notes it as a debit 11 or a credit, so it's hard to answer that, sir. 12 Q Okay. Well, I'll say this: It has two 13 entries for -- with the 7915 and 7916, which are the 14 loans. 15 A Yes, sir. 16 Q And they say "Advance." And then it has a 17 similar line entry with both selection 151 out to the 18 side for deposits into the 0188 account. 19 Am I reading that correctly? 20 A I mean, I believe that to be true just because 21 of what we've seen prior to this document, but I can't 22 interpret this document as same. I don't know what 23 "BP." I'm assuming that's batch processing. I don't 24 know what 5 and 438 codes are. I don't -- this is 25 pretty far in the weeds.</p> <p style="text-align: right;">Page 125</p>

<p>1 Q That was going to be my next question is do 2 you know what "Sel 151, 501, 517, 151" -- do you know 3 what that means? 4 A The only thing I would be willing to say with 5 any certainty is "Seq" is sequence, and those are the 6 order that they were ran, potentially. 7 But, I mean, again, this is -- this is 8 probably happening either behind the scenes in our core 9 processing system or in the transition from our core 10 processing system into our general ledger, and I just 11 can't give you a ton of color on what any of that would 12 mean with effect to what's happening behind the scenes. 13 Q Okay. So do you know what Y -- "User YECJ" 14 means? 15 A No, sir. I mean, I think we have that 16 designation on the deposit accounts, and I don't think I 17 knew then either. I mean, the time this is running is 18 12:43 a.m., so I mean, that's -- 19 Q Is that a person? 20 A I just don't know. 21 Q Okay. Who would have -- if you don't have the 22 information or do not know the information related to 23 the selections and sequencing on the loan numbers and 24 the 0188 account numbers, who would have that intimate 25 knowledge, information about this transaction journal?</p> <p>Page 126</p>	<p>1 Q Okay. And if that legal hold was lifted on 2 0188, who has control over that account? 3 MS. ARGEROPLOS: Objection. 4 THE WITNESS: I don't know the answer to that. 5 I don't think there would be authorized signers or, I 6 mean, presumably there's some level of, like, deposit 7 operations personnel that are senior enough to effect a 8 transaction. 9 But I just -- it's not like a regular deposit 10 account -- right? -- where authorized signers can effect 11 actions or anything like that. It's an internal 12 Prosperity account, so people that could make entries 13 would be limited to something like, you know, senior 14 deposit operations folks and senior accounting folks. 15 BY MR. HILLYER: 16 Q Okay. All of those people are internal at 17 Prosperity; correct? 18 A Yes, sir. I don't believe anyone outside of 19 the company would have any ability to transact on this 20 account. 21 Q Even if the legal hold was not there? 22 A Yes, sir. 23 Q Okay. 24 A Just to be clear, even absent the legal hold 25 could someone outside the company transact on this</p> <p>Page 128</p>
<p>1 A Our IT department. 2 Q Give me one second. 3 Okay. So I believe your testimony earlier was 4 so the 0188 account is a deposit account at Prosperity 5 Bank and the account owner is Prosperity Bank; is that 6 correct? 7 A Just to be clear, the only thing that makes me 8 think it's a deposit account for sure is our letter 9 response, which I think is true. But, yes, it's an 10 account in the name of Prosperity at Prosperity. 11 Q Okay. And we can discuss it as much as you 12 want, Mr. Montgomery, but I'm going to ask you about 13 control. 14 So who has control over that account right 15 now? 16 MS. ARGEROPLOS: Objection. Form. 17 THE WITNESS: The legal department. That's 18 the whole nature of the hold. 19 BY MR. HILLYER: 20 Q Okay. And what is your basis for that 21 knowledge or basis for that statement? 22 A That one of the previous exhibits we looked at 23 noted it as a legal hold. 24 Q Okay. 25 A I think it was a screenshot of the account.</p> <p>Page 127</p>	<p>1 account, and the answer is no. 2 Q Give me one second. 3 Give me one second. 4 Mr. Montgomery, so is there any -- that you 5 know of, any deposit account control agreement that 0188 6 is subject to? 7 A I don't think there would be. I mean, there's 8 not multiple parties involved in the administration of 9 that account -- right? -- or at least any outside 10 Prosperity. 11 I mean, just as a matter of substance, you 12 know, I'm a pretty senior person in the organization, 13 and if I see legal hold, that tells me don't do a darn 14 thing until general counsel tells me I can. 15 Q Thank you. 16 Give me one second. 17 MR. HILLYER: Can you publish the request for 18 admission? Or it will be request for admission and 19 interrogatories. It will be Number 1 dated June 29, 20 2023. 21 (Exhibit 32 was marked for identification.) 22 BY MR. HILLYER: 23 Q You should have Exhibit 32 now. 24 A Yes, sir. We're still trying to populate 25 that.</p> <p>Page 129</p>


<p>1 Q Yep.</p> <p>2 A Okay. We've got it pulled up.</p> <p>3 Q Okay. Look just specifically at Request 9.</p> <p>4 A Okay.</p> <p>5 Q It says "Admit" -- I'm sorry. I didn't mean</p> <p>6 to interrupt you. Are you there?</p> <p>7 A Yes, sir, I am. No apologies needed.</p> <p>8 Q Okay. "Admit that the bondholders do not have</p> <p>9 control over the Prosperity account ending in 0188."</p> <p>10 Denied.</p> <p>11 I believe you just testified that no one had</p> <p>12 control over 0188 except Prosperity.</p> <p>13 A I don't understand your question, Cam.</p> <p>14 Q Okay. So you --</p> <p>15 A "Admit that the bondholders do not have</p> <p>16 control."</p> <p>17 Q I'll rephrase it. Do the bondholders have</p> <p>18 control over Prosperity Account 0188?</p> <p>19 MS. ARGEROPLOS: Objection.</p> <p>20 THE WITNESS: That's a better question. And</p> <p>21 as of now, no.</p> <p>22 BY MR. HILLYER:</p> <p>23 Q Okay. All right. Just give me one second.</p> <p>24 Let's -- tell you what. It's --</p> <p>25 A Cam, can I clarify one thing before we move to</p> <p style="text-align: right;">Page 130</p>	<p>1 THE VIDEOGRAPHER: 2:16 p.m. On the record.</p> <p>2 BY MR. HILLYER:</p> <p>3 Q Okay. Mr. Montgomery, thank you so much for</p> <p>4 your time today. I've got one, maybe two, short</p> <p>5 questions to wrap it up.</p> <p>6 So are you familiar if I use the term</p> <p>7 "Prosperity payments" as they were identified in the</p> <p>8 motions for settlement by the trustee and in</p> <p>9 Prosperity's reply?</p> <p>10 A Yes, sir. I believe that maybe just to make</p> <p>11 sure we're on the same page, there's about 550-ish</p> <p>12 thousand dollars' worth of payments that were subject to</p> <p>13 the pleadings and the settlement agreement.</p> <p>14 Q Okay. Yes. It's \$513,000 and 740 --</p> <p>15 \$513,742.42 of payments from January of 2021 to August</p> <p>16 of 2022 that were paid to Prosperity from Goodman</p> <p>17 Networks for the Genesis loans.</p> <p>18 Is that your understanding?</p> <p>19 A Yes, sir. I think we're talking about the</p> <p>20 same thing.</p> <p>21 Q Okay. And those funds were paid -- do you</p> <p>22 know what account those funds were paid from?</p> <p>23 A I don't know the exact account. My</p> <p>24 understanding is that they were from a Goodman Networks</p> <p>25 account to the Genesis term loan account.</p> <p style="text-align: right;">Page 132</p>
<p>1 a break, which is I think where you're heading?</p> <p>2 Even if we decided today that the bondholders</p> <p>3 should have access to the funds that are in that</p> <p>4 account, they would not ever get access to the account</p> <p>5 itself. We would operate at the direction of the court</p> <p>6 and whomever the party is that's entitled to the funds</p> <p>7 to put them where they wanted, how they wanted.</p> <p>8 Q Okay.</p> <p>9 A I don't want to make it sound like someone</p> <p>10 could get access to that account later.</p> <p>11 MR. HILLYER: Okay. Let's take a quick</p> <p>12 five-minute break until 3:00 Central.</p> <p>13 MS. ARGEROPLOS: Okay.</p> <p>14 THE WITNESS: We've got 2:04 Central here,</p> <p>15 Cam.</p> <p>16 MR. LANGLEY: 2:05 right now. It's 2:05.</p> <p>17 MR. HILLYER: Oh, okay. My watch is now</p> <p>18 reset.</p> <p>19 THE WITNESS: Five minutes is fine, though.</p> <p>20 MR. HILLYER: No. No. No. We're not taking</p> <p>21 a 55-minute short break. Let's take a ten-minute break</p> <p>22 to 2:15 if everyone is fine with that.</p> <p>23 MS. ARGEROPLOS: Okay.</p> <p>24 THE VIDEOGRAPHER: 2:05 p.m. Off the record.</p> <p>25 (Off the record.)</p> <p style="text-align: right;">Page 131</p>	<p>1 Q Okay. But it's your understanding that those</p> <p>2 payments did not come from Account 3992?</p> <p>3 A Do we have that pleading where I can see if</p> <p>4 we -- I just don't know which Goodman account they came</p> <p>5 from. I really don't.</p> <p>6 Q Okay. That's fine. That's not going to</p> <p>7 affect my question.</p> <p>8 A I believe they came from a Goodman account,</p> <p>9 which I think is reasonable.</p> <p>10 Q That's my question. It was a payment from</p> <p>11 Goodman Networks to Prosperity Bank on -- to be applied</p> <p>12 to the Genesis Loans 1 and 2?</p> <p>13 A That's my understanding. Yes, sir.</p> <p>14 Q Okay. And what value did Prosperity Bank give</p> <p>15 Goodman Networks in exchange for those payments?</p> <p>16 MS. ARGEROPLOS: Objection. Form.</p> <p>17 THE WITNESS: I don't believe we gave any</p> <p>18 value.</p> <p>19 BY MR. HILLYER:</p> <p>20 Q Okay. All right. I appreciate all your time</p> <p>21 this morning and afternoon.</p> <p>22 MR. HILLYER: And I will pass the witness to</p> <p>23 Mr. Schottenstein.</p> <p>24 MR. SCHOTTENSTEIN: Well, give me a couple</p> <p>25 minutes. Maybe -- sorry. I just wasn't quite prepped</p> <p style="text-align: right;">Page 133</p>

<p>1 yet to start.</p> <p>2 MS. ARGEROPLOS: Like five minutes? I mean,</p> <p>3 what are you saying?</p> <p>4 MR. SCHOTTENSTEIN: Yeah. Fine. Just a</p> <p>5 couple minutes. Sorry.</p> <p>6 MS. ARGEROPLOS: Okay.</p> <p>7 THE VIDEOGRAPHER: Would you like to go off</p> <p>8 the record?</p> <p>9 MR. HILLYER: Yeah. Let's just go off the</p> <p>10 record for five minutes. I apologize. I would have</p> <p>11 asked that question and then gone off the record for our</p> <p>12 break, but let's go off the record for another five</p> <p>13 minutes.</p> <p>14 THE VIDEOGRAPHER: It's 2:19 p.m. Off the</p> <p>15 record.</p> <p>16 (Off the record.)</p> <p>17 THE VIDEOGRAPHER: It's 2:26 p.m. On the</p> <p>18 record.</p> <p>19 EXAMINATION</p> <p>20 BY MR. GUFFY:</p> <p>21 Q Good afternoon, Mr. Montgomery. My name is</p> <p>22 Philip Guffy. I represent UMB Bank as the indenture</p> <p>23 trustee and the majority bondholder group. Just a few</p> <p>24 questions for you today.</p> <p>25 Mr. Hillyer asked you a bunch of questions</p> <p style="text-align: right;">Page 134</p>	<p>1 would object to the asking of questions without a</p> <p>2 cross-notice like we did previously and that you're not</p> <p>3 a party to the motion. But, anyway, we'll reserve that</p> <p>4 and take it up at a later time. Go ahead.</p> <p>5 MR. GUFFY: Thank you.</p> <p>6 BY MR. GUFFY:</p> <p>7 Q So nobody is actually moving cash from one</p> <p>8 place to another when the loans are -- when funds are</p> <p>9 applied to loan account or debited from the 3992</p> <p>10 account; is that correct?</p> <p>11 A No. And I tried to kind of walk through that</p> <p>12 logic several times earlier. It's -- you know, it's</p> <p>13 accounting. It's assets equal liabilities and equity,</p> <p>14 and you have to balance on each side to effect a</p> <p>15 transaction, but it doesn't always involve actual cash.</p> <p>16 Yeah.</p> <p>17 Q And within the system -- and you called it the</p> <p>18 core system that Prosperity uses -- there are certain</p> <p>19 types of entries or transaction types that are</p> <p>20 hard-wired into the system; right?</p> <p>21 A Yes. We would have things that you would</p> <p>22 typically expect to see, and they would have transaction</p> <p>23 codes that could be replicated.</p> <p>24 Q Right. So if you wanted to apply funds to a</p> <p>25 loan, you'd use, like, a payoff code. Is that a fair</p> <p style="text-align: right;">Page 136</p>
<p>1 kind of about the mechanics of how various transfers</p> <p>2 work that we're talking about here.</p> <p>3 Is it fair so say that when we're talking</p> <p>4 about these transactions, they're basically just</p> <p>5 accounting entries in a ledger at this point? Is that</p> <p>6 fair?</p> <p>7 A Yes, sir. That's how I think about them.</p> <p>8 MR. HILLYER: Object. Hold on. I'm going to</p> <p>9 go ahead and object. Is this -- you know, I don't know.</p> <p>10 Maybe I didn't get it. Did you cross-notice any topics</p> <p>11 or anything?</p> <p>12 MR. GUFFY: No. I'm just inquiring within the</p> <p>13 scope of your inquiry.</p> <p>14 MR. HILLYER: Okay. And I would ask</p> <p>15 Prosperity's counsel: Is that your understanding that</p> <p>16 your witness is going to be available to other -- other</p> <p>17 parties?</p> <p>18 MS. ARGEROPLOS: I think he can be asked</p> <p>19 questions that are within the scope of what -- the</p> <p>20 questions that you asked, and I'm certainly entitled to</p> <p>21 redirect or recross or however we need to think about it</p> <p>22 if I want to. So I expect Davor to ask him some</p> <p>23 questions as well. As long as it's all within the scope</p> <p>24 of your notice.</p> <p>25 MR. HILLYER: Well, just for the record, I</p> <p style="text-align: right;">Page 135</p>	<p>1 way of describing it?</p> <p>2 A Yes, sir, you could. I don't know if you</p> <p>3 would -- I mean, it could be a payment or a payoff code.</p> <p>4 I don't know if there are unique identifiers for those,</p> <p>5 but yes.</p> <p>6 Q So payment or payoff, but something that's</p> <p>7 coded in your system as we're reducing the balance</p> <p>8 itself?</p> <p>9 A Yes, sir.</p> <p>10 MR. HILLYER: I'll object to speculation.</p> <p>11 BY MR. GUFFY:</p> <p>12 Q And then the same thing would apply if you</p> <p>13 were going to increase the balance of a loan like you</p> <p>14 would use an advance code in the system to do that?</p> <p>15 A Yes, sir.</p> <p>16 Q Okay.</p> <p>17 MR. HILLYER: Same objection as to</p> <p>18 speculation.</p> <p>19 BY MR. GUFFY:</p> <p>20 Q And within the funds moving from the 3992</p> <p>21 account to paying off being applied to the Genesis loans</p> <p>22 and then moving to the 0188 account, these are all steps</p> <p>23 that occurred within Prosperity Bank; correct?</p> <p>24 A Yes, sir.</p> <p>25 Q Okay. At no point was an account belonging to</p> <p style="text-align: right;">Page 137</p>

<p>1 a third party, you know, advanced funds or credited 2 funds during this process; correct? 3 A No, sir. 4 Q You're saying -- sorry. Would you say what I 5 said was incorrect? 6 A No. I said no, sir. That's correct. 7 Q Okay. Thank you. 8 Then moving to the 0188 account, I think you 9 probably covered this, but I just want to confirm. 10 No one outside of Prosperity Bank could 11 conduct any transactions on the account. That's what 12 you -- that was your testimony; correct? 13 A Correct. 14 Q So Goodman Networks could not deposit funds in 15 that account; correct? 16 A No, sir. 17 Q They couldn't withdraw funds from that 18 account? 19 A No, sir. 20 Q They couldn't direct Prosperity to transfer 21 funds from that account to another account? 22 A No, sir. 23 Q As far as Goodman Networks was concerned, they 24 had really no connection to this account other than the 25 funds that were there once were in an account that Page 138</p>	<p>1 comes to my desk in the latter capacity, then that would 2 be indicative that there's a problem with the loan. 3 Q Understood. 4 So you kind of serve two roles at Prosperity 5 Bank: one on the front end of loans where you do kind 6 of credit verification; and then on the back end, if 7 there's a problem with a loan, it could come to you too? 8 A Yes, sir. Thank you. 9 Q Okay. And so within your duties as director 10 of special assets, if a loan comes to you in that 11 capacity, it's fair to say something has gone wrong? 12 A Yes, sir. 13 Q Okay. I think you testified earlier that 14 Bater Bates was the loan officer on the Genesis loan; is 15 that correct? 16 A Yes, sir. 17 Q And you also testified that at least as of 18 August 2022, the loans were performing? 19 A Yes, sir. And there was only a brief spell 20 around year end where I would say they weren't 21 performing. The why of that is we were thinking there 22 would be a restructure; but otherwise, they've performed 23 since their inception. 24 Q And you mentioned at the end of the year 25 because they were restructuring, but you also did end up Page 140</p>
<p>1 belonged to them? 2 MR. HILLYER: Object to form. 3 THE WITNESS: I can't speak -- yeah. I can't 4 speak to what Goodman Networks thought about the 5 account. 6 BY MR. GUFFY: 7 Q Sorry. Let me rephrase that. 8 From the point of view of Prosperity Bank, 9 Goodman Networks had no ability to access the 0188 10 account? 11 A Correct. 12 Q Okay. What is special assets? 13 A The working out of problem loans is probably 14 the most concise way to say that. 15 Q So is it fair to say if a loan ends up on your 16 desk, something has gone wrong? 17 A Yes, sir. 18 Q Okay. And -- 19 A Can I clarify that? Can I clarify that 20 question, please? 21 Q Sure. 22 A So I would call my duties kind of fifty-fifty 23 at the bank right now, half on actual new loan 24 origination, credit approval, half on director of 25 special assets with a team that works out loans. If it Page 139</p>	<p>1 sending a default notice on the Genesis loans; is that 2 correct? 3 A We had sent one at one point. That was in the 4 first quarter, though; right? I don't know if we have 5 the actual notice. 6 Q I believe we showed -- it was Exhibit 29. If 7 you look at that, was an email from your counsel 8 attaching a notice regarding the Genesis Networks, and 9 the title is "Prosperity Bank - Notice of Default." 10 A Yeah. We sent that, it looks like, on the 11 20th. 12 Q Okay. So at some point you did send a notice 13 of default on the Genesis loans. In fact, you sent it 14 on March 20, 2023; correct? 15 A Yes, sir. And that's -- I mean, that's at or 16 around the time where I'm taking over the loan. I mean, 17 it could be a week or two on either side of that date 18 but -- 19 Q Okay. And so at some point you did take over 20 the Genesis loans from Bater Bates? 21 A Yes, sir. 22 Q Within Prosperity, is it generally 23 considered -- as a loan officer, is that something you 24 want to avoid, having your loan being taken over by 25 special assets? Page 141</p>

<p>1 A Yeah. Probably. If you're in that role, you</p> <p>2 know, not in all cases, but it typically signifies the</p> <p>3 end of the relationship. There's times where if</p> <p>4 everyone kind of does what they say they're going to do,</p> <p>5 that's not always the case. But it also -- it creates a</p> <p>6 less amicable client experience which, if you're a loan</p> <p>7 officer, you care about.</p> <p>8 Q So would it be fair to say, in your experience</p> <p>9 with the bank, that loan officers like Bater Bates will</p> <p>10 be trying to take steps to prevent the loan from going</p> <p>11 to special assets?</p> <p>12 MS. ARGEROPLOS: Objection. Form.</p> <p>13 THE WITNESS: I would say yes, and they're --</p> <p>14 they're typically a little Pollyanna about their</p> <p>15 situation as well.</p> <p>16 BY MR. GUFFY:</p> <p>17 Q Could you expand on that a little more,</p> <p>18 please?</p> <p>19 A They're overly optimistic.</p> <p>20 Q So you think that based on your experience,</p> <p>21 loan officers will tend to paint a rosier picture of the</p> <p>22 situation that the loan is in than the actual facts</p> <p>23 reflect?</p> <p>24 A Both on the client-facing side and on the</p> <p>25 bank-facing side, yes.</p> <p>Page 142</p>	<p>1 in particular earlier in the matter.</p> <p>2 Q Okay. Do you recall reviewing any emails that</p> <p>3 were sent by an individual who works at US Bank named</p> <p>4 Michael Doty, D-o-t-y?</p> <p>5 A Yes. I think Cam included some of those in</p> <p>6 his questions.</p> <p>7 Q Did you recall seeing an email sent by</p> <p>8 Mr. Doty to Mr. Yenne stating that he had sent the</p> <p>9 deposit account control agreements of various accounts</p> <p>10 at Prosperity Bank belonging to Goodman Networks on</p> <p>11 August 10, 2023?</p> <p>12 MR. HILLYER: I'll object that that's not in</p> <p>13 the record.</p> <p>14 MR. GUFFY: I'm just asking if he recalls</p> <p>15 seeing the emails prior to his preparation.</p> <p>16 THE WITNESS: I don't at this point. No.</p> <p>17 BY MR. GUFFY:</p> <p>18 Q Okay. I don't have anything further. Thank</p> <p>19 you, Mr. Montgomery.</p> <p>20 A Thank you.</p> <p>21 MS. ARGEROPLOS: Davor, do you have anything</p> <p>22 before I redirect?</p> <p>23 MR. RUKAVINA: No. This is Davor. I don't</p> <p>24 know if you can see me. Good afternoon. Trustee has no</p> <p>25 questions. Reserves questions for court. Thank you.</p> <p>Page 144</p>
<p>1 Q Because they want the loan to succeed; right?</p> <p>2 A It looks bad if you have a loan that goes bad</p> <p>3 and you're the officer, yes.</p> <p>4 Q Okay. Let me just check to make sure I don't</p> <p>5 have anything further.</p> <p>6 In your preparation, you said you spoke to</p> <p>7 several people. I think I heard you testify earlier</p> <p>8 that Jordan Yenne had left the bank because of personal</p> <p>9 circumstances.</p> <p>10 Did you have a chance to talk with Mr. Yenne</p> <p>11 in preparation at any point?</p> <p>12 A No, sir.</p> <p>13 Q Okay.</p> <p>14 A I mean, I may have talked to Jordan back in</p> <p>15 2022 or 2021 at some point when we were, you know,</p> <p>16 working through the various things we've discussed in</p> <p>17 this, but since 2023 and in preparation -- or in</p> <p>18 preparation for this matter, no.</p> <p>19 Q Okay. Were you aware of -- in conducting your</p> <p>20 review in preparation for this, were you -- did you</p> <p>21 review emails between members of the loan team? Either</p> <p>22 Mr. Yenne, Mr. Bates, or Ms. McCollum or anyone else who</p> <p>23 was involved in the Genesis loans, did you review any of</p> <p>24 their emails during the period of August 2022?</p> <p>25 A I mean, yes. I think we actually spoke to one</p> <p>Page 143</p>	<p>1 MS. ARGEROPLOS: Okay. I just have a few</p> <p>2 questions.</p> <p>3 EXAMINATION</p> <p>4 BY MS. ARGEROPLOS:</p> <p>5 Q Okay. Earlier in your testimony when you were</p> <p>6 being asked -- sorry. This is Victoria Argeroplos.</p> <p>7 Just doing some redirect.</p> <p>8 Earlier in your testimony, you were asked</p> <p>9 about whether or not a security agreement existed for</p> <p>10 the revolving line of credit, and you said, "I don't</p> <p>11 think all loans need a security agreement."</p> <p>12 Were you saying that you don't think all loans</p> <p>13 need a separate document in order to be secured?</p> <p>14 A Yeah. That's right. I mean, you can cover</p> <p>15 the same concepts in loan agreements and deed of trusts.</p> <p>16 Q Okay. And talking about the collateral, are</p> <p>17 these loans -- are the two loans to Genesis -- to the</p> <p>18 Genesis borrowers, are they cross-collateralized?</p> <p>19 A I don't know the answer to that, but the</p> <p>20 presence of the UCC-1 would be an all-assets filing, so</p> <p>21 I think we would share assets on the two facilities.</p> <p>22 Q Okay. Fast-forward to the May 2020 conversion</p> <p>23 from LegacyTexas Bank to Prosperity. We were talking</p> <p>24 about the flag of the 3992 account having a DACA</p> <p>25 attached to it.</p> <p>Page 145</p>

<p>1 When -- when the account -- when the 3992 2 account was transferred to Prosperity, was that flag 3 attached to the account? 4 A I don't believe so, no. 5 Q And so is it your belief that the flag -- the 6 DACA flag dropped off the account while the account was 7 still at LegacyTexas Bank? 8 A Yes. I do believe that. 9 Q Okay. When the 3992 account was pledged to 10 the Genesis loans, the -- we are looking at the 11 assignment of deposit account document that indicated a 12 hold amount of about 4.6 million. 13 What does the hold mean? Does that mean a 14 minimum balance? 15 A Yes. So whomever a signer is on that account 16 could transact on funds above that level, but any 17 transactions that dropped the balance below the hold 18 level would be rejected. 19 Q Okay. I'm just kind of going in order of what 20 the questions were before. 21 After this, we talked about the 4352 account 22 that's a Goodman Networks account, and you were asked 23 about your preparation and your review of the account 24 documents. 25 Did you review and discuss with bank personnel</p> <p style="text-align: right;">Page 146</p>	<p>1 earlier. I mean, but at least on the initial 2 transaction. 3 BY MS. ARGEROPLOS: 4 Q Around the time that the 3992 account was 5 pledged, there were questions earlier about whether or 6 not there was other Genesis collateral that was 7 released. 8 Do you remember seeing an executed termination 9 statement or termination agreement with respect to any 10 of the Genesis collateral? 11 A No. 12 Q So since the 3992 account came to Prosperity 13 with no DACA flag, I think you stated earlier that 14 Prosperity didn't believe that a DACA existed regarding 15 that account until August of 2022; is that right? 16 A I don't think we would ever make a loan 17 secured by a deposit account subject to a deposit 18 account control agreement. 19 Q And so based on the communications that you 20 reviewed, is it your belief that Prosperity didn't have 21 a record of that particular DACA existing on the 3992 22 account? 23 A This is in 2021; correct? 24 Q In August of 2022. 25 A No. I don't -- I don't think we really</p> <p style="text-align: right;">Page 148</p>
<p>1 generally the entire Goodman Networks account 2 relationship? 3 A Yeah. We did. And, I mean, we had -- I think 4 I referenced Ana McCollum earlier. She came in and 5 talked about her role and her history. And so, yes, I 6 mean, we talked about the overall relationship and 7 the -- both in terms of scope and tenure. 8 Q But did you memorize every single line item 9 transaction in every single account? 10 A No. I'm not good at that. 11 Q When the pledge of the 3992 account was made 12 for -- as collateral for the Genesis loans, did you 13 understand James Goodman to be -- to be organizing a 14 transactions within -- transactions within the Goodman 15 Networks cash management system that he controlled? 16 A Yes. 17 MR. HILLYER: Object to form. 18 BY MS. ARGEROPLOS: 19 Q Do you -- do you understand that Goodman 20 Networks benefited at all from or the Goodman Networks 21 enterprise benefited at all from the assignment of the 22 3992 account to Prosperity as collateral for the Genesis 23 loans? 24 MR. HILLYER: Object to form. 25 THE WITNESS: Yeah. I made reference to that</p> <p style="text-align: right;">Page 147</p>	<p>1 research that issue until we get the notice. 2 Q Did Prosperity have a reason to search for a 3 DACA that it didn't think existed at the time? 4 MR. HILLYER: Object to form. 5 MS. ARGEROPLOS: I'll rephrase. 6 BY MS. ARGEROPLOS: 7 Q Did Prosperity have a reason to search for a 8 DACA on an account before US Bank inquired about it? 9 A No. 10 Q Until receiving a copy of that DACA on the 11 3992 account, did the bank have a copy of it? 12 A Not to my knowledge, no. 13 Q Okay. So moving to the paydown of the Genesis 14 loans, could Bater have instructed that paydown 15 without -- without getting -- or without some type of 16 writing? 17 A I mean, probably, yeah. 18 Q Okay. 19 A He could pick up the phone and say to effect 20 the transaction. 21 Q Okay. So talking about -- well, so you said 22 earlier that the bank's position is that the bank does 23 not have an interest in the funds in the 0188 account; 24 right? 25 A Yes. I believe that to be true.</p> <p style="text-align: right;">Page 149</p>

<p>1 Q And after the bankruptcy case was filed, did 2 Prosperity believe that it had the authority to do 3 anything with the funds in that account? 4 A I don't think we did. I think at that point 5 we're waiting on instruction from the trustee. And the 6 settlement negotiations and documents that have 7 circulated would indicate same. 8 Q And are you aware of the automatic stay that 9 applies in a bankruptcy case? 10 A Yes. 11 Q Okay. And is that part of the reason that 12 Prosperity did not do anything with the funds after the 13 bankruptcy case was filed? 14 MR. HILLYER: Object to foundation. 15 BY MS. ARGEROPLOS: 16 Q You can still answer. 17 A Yes. 18 Q We looked at some communications -- sorry -- 19 between Bater and -- between Bater and James and John 20 Goodman where Bater stated or made statements about what 21 the bank's intentions were. 22 Did the bank authorize him to say what the 23 bank's intentions were with respect to the 0188 account 24 at that time? 25 A No.</p> <p style="text-align: right;">Page 150</p>	<p>1 statements in the August 31, 2022, letter from 2 Ms. Freedson to US Bank that the money would stay in the 3 0188 account until further instructions? 4 A Yes. 5 Q Okay. No further questions. 6 THE COURT REPORTER: Let me know if we're 7 ready to conclude, Counsel, or if anyone else needs to 8 speak. 9 MS. ARGEROPLOS: Sounds like we're done. 10 THE VIDEOGRAPHER: Okay. Kat, do you need to 11 take orders on the record, or do you want to go off 12 first? 13 THE COURT REPORTER: We can go off the record. 14 THE VIDEOGRAPHER: Okay. 2:51 p.m. Off the 15 record. 16 (Whereupon, at 2:51 p.m. the deposition was 17 concluded.) 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 152</p>
<p>1 Q Looking back at his conduct, does the bank 2 approve of that -- of those statements today? 3 A I mean, I've kind of alluded to that in my 4 earlier testimony. We weren't ever considering doing 5 anything like that regardless of what happened with 6 James or John. 7 Q Okay. You also were asked about who has 8 control over -- over the 0188 account, and I believe you 9 responded saying that legal is the -- the legal 10 department has control over the account; is that right? 11 A Yes. 12 Q And are you talking about the legal definition 13 of control under the UCC when you made those statements? 14 MR. HILLYER: Object to form. 15 BY MS. ARGEROPLOS: 16 Q Do you know what the legal definition is? 17 A I don't. No. 18 MR. HILLYER: Object. 19 BY MS. ARGEROPLOS: 20 Q Okay. So when you were talking about who has 21 control over the account, what perspective are you 22 speaking from? 23 A Whom in the organization can direct any 24 activity on the account with legal hold. 25 Q And does the bank still agree with the</p> <p style="text-align: right;">Page 151</p>	<p>1 COURT REPORTER'S CERTIFICATE 2 3 I, the undersigned Licensed Court Reporter, holding 4 a valid and current license issued by the State of 5 Tennessee, do hereby certify: 6 That said proceedings were taken down by me in 7 shorthand at the time and place therein set forth and 8 thereafter transcribed under my direction and 9 supervision. 10 I further certify that I am neither counsel for nor 11 related to any party to said action, nor in any way 12 interested in the outcome thereof. 13 Before completion of the deposition, review of the 14 transcript [] was [X] was not requested. 15 IN WITNESS WHEREOF, I have subscribed my name on 16 this date: 1 17  18 Katherine West 19 LCR No. 791, RPR 20 Expiration: June 30, 2024 21 22 23 24 25</p> <p style="text-align: right;">Page 153</p>

[& - 16117]

&	1	10/6 46:8	12:47 84:5
& 3:8 4:4 7:5 8:18	1 5:12 10:2 14:23 22:7,9	100 114:20 101 7:13	13 6:7 34:8,10 54:22
0	24:12 27:11,18	106 7:16,20	134 5:7
0 36:18	27:24 28:25	1087915 6:14	13th 153:16
000119 39:18	30:20 31:2,5	40:3 41:12	14 5:16 6:8
000123 34:7	32:1,5 33:2	49:10 51:1,23	39:19,21 44:15
000168 26:1	34:22 35:9	52:9,23 53:3	44:21 48:21
000174 26:16	36:18 37:7	53:11,15	49:9 52:3
000184 29:12	51:21 57:23	1087916 51:2	60:24 62:11
00023 23:20	58:6 63:1	51:23	1401 3:5
000238 31:14	65:18 129:19	10:45 48:2,6	145 5:8
00151 24:23	133:12 145:20	10:56 48:9	15 5:18 6:10
017076 16:5	1,948,427 27:15	11 5:15 6:4	43:7,14 44:4,5
0187916 90:11	1.19 22:23	29:13,15 66:4	45:5 48:12,21
018795 90:10	24:15	67:4,10	49:9 52:3
0188 73:9	1.4 115:15	110 7:23	60:24 62:12
85:23 86:5,22	1.948 26:10	114 8:4	69:20 70:22
87:6 90:1,14	1/31/2023 8:6	117 8:7	71:23 85:1
92:18 93:4	1/4/2023 7:24	118 108:22	151 125:17
94:10,18 96:10	1/8/2021 6:6	116:10	126:2,2
97:22 100:1	10 5:12,24	1188 109:9	15367 101:7
104:1 105:6	28:20,22 49:25	11:57 84:2	15369 106:4,8
109:2,5 111:16	50:19 144:11	11th 66:19	15989 110:10
112:2,21 118:8	10/13 46:8	67:16	15th 71:12 72:5
123:14,23	10/20 46:8	12 6:6 31:15,17	73:4,12 74:2
124:7 125:18	10/22 46:9	120 8:11	75:14 77:4,19
126:24 127:4	10/27 46:9	123 8:14	92:10
128:2 129:5	10/3 61:19	12330 65:9	16 6:11 14:23
130:9,12,18	10/31 103:23	124 8:16	51:10,12 64:25
137:22 138:8	10/31/2021 6:9	12474 96:16	65:4 69:2 73:7
139:9 149:23	6:10	129 8:17	85:17 88:24
150:23 151:8	10/31/2022	12:43 126:18	96:24 97:6
152:3	7:14,18,21	12:45 83:23,24	16117 114:10
		83:25	

[16486 - 27]

16486 117:4	2	2021 31:23	214.743.4500
16495 119:24	2 5:15 11:21,24	32:23 33:24,24	3:19
119:25	12:1,2 19:15	35:9 37:25	214.855.7587
166 15:6	21:2 29:23	40:2 42:21	4:7
16775 14:24	30:17 31:3,5	44:10 49:1	218,735.57 66:6
15:6	32:1,1,6 34:22	50:2 54:1	22 5:19 7:9
16th 68:6,12,14	35:9 46:15	60:25 62:23	84:14 96:17,19
68:19 99:21	49:23 73:8	78:9 80:7	22-31641 1:5
17 6:13 60:8,9	84:19 108:21	132:15 143:15	2200 3:18
82:2 94:25	123:17 133:12	148:23	23 5:20 7:13
95:3	2,996,789.46	2022 48:25	41:17 101:8,9
17051 14:24	96:9	62:23 63:1,16	101:11,14
15:6	2,996,799.46.	63:19,20,25	106:17 107:5
17052 95:5	95:16	64:2,6,25 65:4	113:23
17056 123:6	2.996 96:2	66:4 67:4,10	236,000 41:17
17060 14:24	20 6:21 12:4,7	68:24 69:20	52:8
15:10 16:3	12:11 13:1	70:23 71:12,23	236,883 40:4
124:13	55:23 84:8,9	72:6 79:24	236,883.48
17076 15:21,25	88:19 95:20	80:13 84:14	44:18 48:23,24
17181 15:14	115:4 141:14	85:1,20 93:4	50:3 53:5,6
17207 14:25	200 61:5	101:19 110:18	61:5
15:11 16:3	2015 11:15	132:16 140:18	236.83. 49:6
17220 14:25	17:14	143:15,24	24 5:21 7:16
18 6:15 64:17	2017 16:24	148:15,24	106:9,11,13,21
68:14	17:13,16,20	152:1	108:11 109:19
1838 66:7	2019 37:7	2023 1:15 2:4	25 7:20 42:21
188 91:3	2020 20:11,11	9:1,5 23:17	77:16 95:20
18th 67:16	22:1,1,8,16	115:9 117:13	106:22,24
19 6:17 65:10	24:9,12,21	118:8 129:20	25th 35:8 54:1
65:12	25:14 26:10	141:14 143:17	26 5:13,22,23
1900 3:6,17	27:1,14,23	144:11 153:16	7:23 110:11,12
1:00 83:23	29:22 30:16,19	2024 153:19	110:14
	30:20 33:12,24	20th 141:11	26652 153:18
	37:8,16 39:3	21 7:4 88:14,16	27 8:4 114:11
	145:22		115:5,7

[28 - 600]

<p>28 5:24 8:7 101:19 117:5,8 29 6:4 8:11 40:2 44:10 50:2 120:2,4 129:19 141:6 29th 48:24,25 60:25 107:13 2:04 131:14 2:05 131:16,16 131:24 2:15 131:22 2:16 132:1 2:19 134:14 2:26 134:17 2:51 2:3 9:2 152:14,16</p>	<p>27:14 29:22 30:16,19 68:24 85:20 93:4 115:9 124:14 124:15,17 152:1 31st 17:13 22:1 26:10 27:1 92:17 96:23 99:25 100:11 108:15 115:21 32 8:17 129:21 129:23 34 6:7 3800 4:6 38119 3:12 387 64:16 39 6:8 399 40:8 3992 17:9 18:17 36:7,12 44:21 45:4 48:24 49:4 50:4 52:15 63:24 64:6 65:2 66:6 68:4 69:19,24 70:16 73:4 76:2,18 77:5 85:9,15 86:6 91:22 94:3,13 97:12 97:22 99:11 100:2,10,24 133:2 136:9 137:20 145:24</p>	<p>146:1,9 147:11 147:22 148:4 148:12,21 149:11 3:00 131:12 3mm 111:10 3rd 22:1 24:21 3s 58:17</p>	<p>423 89:4 4352 45:6 46:11,13,19 47:1,1,10,14,21 48:25 49:3 50:3,3 52:9 146:21 438 125:24 44 6:10 74:12 450 121:23 48 40:4</p>
3		4	5
<p>3 5:16 14:4,5 20:25 22:8,16 22:24 24:6,9 27:19,23 36:9 115:15 3/24/2023 8:12 3/24/23 122:14 3/6 119:9 3/6/2023 8:8 30 8:14 10:6 11:24 77:17 99:24 123:7,8 123:10 153:19 30th 73:13 75:15 31 6:6 8:16 16:24 25:14</p>		<p>4 5:18 15:14,16 22:23 73:22 74:24 76:2 84:24 91:13 4,463,000 70:16 73:13 4,463,804.68 69:19 73:7 90:5 4,660,000 35:4 38:22 4,666,707.03 66:6 4.4 72:5 73:22 75:14 82:12,13 4.446 84:24 4.46 94:2,9 4.463 90:14 4.5 81:7 4.6 146:12 4.66 55:10 4.66. 39:7 4.95 30:21 420 51:9 4200 3:24</p>	<p>5 5:19 19:15,16 19:17,18 22:6 22:10,11,13 24:7 125:24 500 3:12 4:5 501 126:2 51 6:11 513,000 132:14 513,742.42 132:15 517 126:2 55 131:21 550 132:11 57 25:23</p>
			6
			<p>6 1:15 2:4 5:20 9:1,5 10:6 11:24 23:19,21 117:13 118:8 60 6:13 25:18 600 3:23</p>

[6075 - account]

6075 3:11	8/30/2022 95:8	139:9	74:13,23 75:11
64 6:15	96:2,9	account 5:18	75:14,19,24
65 6:17	8/31/2020 5:21	6:7,13,15	76:3,7,8,18,22
7	5:22,23 6:5	15:15 16:18	76:24 77:2,5,8
7 5:21 24:24	8/31/2022 6:12	17:2,8,9 18:17	77:21 78:1,9
25:4 26:12	7:11	18:25 19:25	78:19,23 80:1
107:23	84 6:21	34:15 35:1,3	80:20 81:22
7/3/2020 5:19	88 7:4	36:3,7,8,12,13	85:9,11,15,23
5:20,24	9	36:14,19 37:2	85:24 86:5,12
70173992 35:3	9 5:6,23 26:16	37:10,14,15,17	86:19,22,22,25
7030 5:14	26:17 46:17	37:20,25 38:2	87:3,6,8,9,12
713.220.3802	47:5 88:19	38:5,7,23 39:6	87:13,17,19,21
3:25	130:3	39:9,10,15,16	88:5,20,23
713.752.4334	901.680.7316	40:17 41:10,13	89:7,10,10,18
3:7	3:13	41:20,21 42:20	89:25 91:3,22
740 132:14	96 7:9	42:21 44:3,21	91:25 92:18
75201 3:18 4:6	9:36 2:3 9:2,5	45:3,4,5,8,12	93:17 94:1,3
75th 114:20	a	45:15,18,20	94:10,14,16
77 14:23	a.m. 2:3 9:2,5	46:11,13,19	95:18 96:10
77002 3:24	48:6,9 84:2	47:7,10,14	97:12,15,22
77010 3:6	126:18	48:24,25 49:3	100:24 102:2
791 1:25 2:5	ability 55:16	49:4,11,14,14	102:12 105:18
153:19	110:24 128:19	49:15,18 50:3	108:14,22
7915 49:4,5	139:9	50:4,4 51:4,6	109:2,5 116:10
60:21 96:3	able 58:1 92:23	52:9,15,21,22	118:9 121:4
125:13	99:3,22 101:2	53:1 54:2,20	123:14,23
7916 125:13	118:5	55:10 56:23	124:1,2 125:18
8	above 146:16	57:3 58:3	126:24 127:4,4
8 5:22 26:3,5	absent 13:16	62:12,13 63:3	127:5,8,10,14
31:23	128:24	63:13,24 64:6	127:25 128:2
8/16/2022 6:16	absolutely 24:3	65:1,2 66:6,7	128:10,12,20
8/19/2022 6:19	accepted 57:15	66:12 68:4	129:1,5,9
8/22/2022 6:22	access 99:22	69:19,24 70:1	130:9,18 131:4
	131:3,4,10	70:16 72:10	131:4,10
		73:5,9,23	132:22,23,25

[account - agreement]

132:25 133:2,4 133:8 136:9,10 137:21,22,25 138:8,11,15,18 138:21,21,24 138:25 139:5 139:10 144:9 145:24 146:1,2 146:3,6,6,9,11 146:15,21,22 146:23 147:1,9 147:11,22 148:4,12,15,17 148:18,22 149:8,11,23 150:3,23 151:8 151:10,21,24 152:3 account's 89:12 accounting 35:22 73:17 74:14 125:4 128:14 135:5 136:13 accountingwi... 73:19 accounts 18:13 24:18 27:5 29:10 31:2 37:12 40:16 41:15 42:9 43:18 49:19 50:12,16,21 52:23 71:4 81:2 84:25	86:25 90:16 98:5 123:18,19 126:16 144:9 accrued 77:6 77:14 accurate 48:17 96:25 acknowledg... 18:21,23 action 71:17 86:9 90:25 92:25 93:11 116:4 124:2 153:11 actions 105:17 128:11 actively 118:16 activity 151:24 actual 62:2 70:19 136:15 139:23 141:5 142:22 actually 23:14 58:20 70:7 118:4 136:7 143:25 adam 3:10 adam.langle 3:14 add 8:14 added 40:16 106:7 adding 123:12 addition 31:7 116:16	address 80:18 100:13 administer 79:15 administration 113:24 119:1 129:8 administrative 43:3 57:17 59:16 admission 8:19 129:18,18 admit 130:5,8 130:15 advance 13:24 30:20 90:10,10 90:19 91:7,13 92:6 94:10,17 95:10 96:2 125:16 137:14 advanced 95:11 138:1 advice 120:19 advised 121:13 122:1 124:3 afar 113:15 affect 133:7 affidavit 5:17 14:3,4,14,18 15:8,11 16:2 16:21 afternoon 133:21 134:21 144:24	agent 55:17 86:1 aggregate 22:5 38:25 ago 46:25 52:7 82:6 agree 25:22 32:2 108:16,19 112:1 151:25 agreed 35:10 114:5 120:17 agreeing 118:18 agreement 5:18 5:19,21,23,24 6:4,6,15 15:15 16:18,23 17:8 18:20 19:1,6 22:15 24:7 25:11,17,18 26:8,8,11,22,25 27:4,10,14,17 27:20,23 28:1 28:3,5,12,16,24 29:3,7,19 30:1 31:2,3,4,9,20 33:3 36:1 37:15,20 38:6 45:18 57:20 65:2 68:15 80:1 118:17 129:5 132:13 145:9,11 148:9 148:18
--	---	---	--

[agreements - argeroplos]

agreements 17:3 28:8 38:2 46:21 144:9 145:15 ahead 19:11 23:4 24:4 26:1 26:15 28:11,14 31:13 39:18 51:9 83:19 101:6 135:9 136:4 akard 4:5 akerman 102:3 105:21 alert 8:14 123:25 alerts 123:12 123:20,22 aligns 50:22 alleging 109:20 allow 54:17 86:17 allowing 36:2 44:1 alluded 151:3 amended 7:7 amicable 142:6 amount 22:5,24 24:15 27:14 33:5 35:4,20 35:21 39:3,6,7 39:13,16 40:4 40:11,13 44:17 50:14,18 55:12 61:5 62:14,17	73:8 74:12,14 75:22 95:11 146:12 amounts 40:11 44:19,23 66:5 ana 13:6,17 50:11 147:4 andrea 7:14,18 7:21 105:21 andrews 3:22 answer 19:11 37:5 40:20 41:13,21 47:2 57:12 61:11,15 68:12 76:12 79:10 80:25 81:16 83:8 87:24 89:11 92:3 93:5 100:18 101:2 106:3 113:1 125:11 128:4 129:1 145:19 150:16 answered 62:19 83:1,7 88:1 98:9 105:9 109:8 answers 50:22 50:22 anybody 47:13 anymore 56:20 79:1 anyway 136:3	apart 25:23 63:12 apologies 130:7 apologize 13:24 14:9 15:24 28:15,17 134:10 appear 61:12 61:13 appeared 93:22 appears 16:1 24:8 33:1 46:9 49:3 51:22 65:19 103:21 applicable 58:16 application 77:4 90:24 applied 52:9 72:13,15 75:16 95:18 133:11 136:9 137:21 applies 150:9 apply 72:18,19 91:18 136:24 137:12 appreciate 9:22 28:19 55:18 71:11 76:16 92:3 94:15 133:20 approached 35:13 appropriate 90:25 97:10	appropriated 71:19 approval 7:7 18:6 20:21 21:4,9,11 124:9 139:24 approve 21:6 22:4,25 151:2 approved 111:9 approximate 59:22 approximately 22:21 25:17,23 31:25 area 83:20 argeroplos 3:4 5:8 16:8,12 19:10 25:2 32:10 48:5 60:14 66:21 81:21 82:1,5 83:21,24 104:12 114:25 115:5 127:16 128:3 130:19 131:13,23 133:16 134:2,6 135:18 142:12 144:21 145:1,4 145:6 147:18 148:3 149:5,6 150:15 151:15 151:19 152:9
--	---	--	---

[argument - available]

argument 97:16	122:6	association 3:20 7:8 18:16	66:4,19 67:4
arris 3:15 7:6	assets 10:19	97:17,18	67:10 68:24
8:18	27:4 31:1	assume 27:25	69:20 70:22
aside 70:19	35:14,24 43:21	82:11	71:12,23 72:5
asked 46:25	43:22 54:7	assuming 45:17	73:4,12,13
63:7 67:9,11	56:9,12,14,20	125:23	74:2 75:14,15
72:22 74:18	59:6 74:18	astute 113:14	77:4,19 79:24
108:18 134:11	75:3,8,9 78:13	attached	80:13 84:14
134:25 135:18	79:7,11,23	115:17 120:12	85:1,20 92:10
135:20 145:6,8	80:8,10,22,23	145:25 146:3	92:17 93:4
146:22 151:7	81:1 82:16,19	attaching 141:8	96:23 99:21,24
asking 12:19,21	82:20,21,24	attachment	99:25 100:11
41:16 42:7	83:5,10,14	5:15	107:13 109:9
68:7,8 74:1	119:2 122:10	attachments	115:21 132:15
76:17 82:11	122:16 136:13	89:1	140:18 143:24
92:4 96:1 98:5	139:12,25	attempting	144:11 148:15
100:22,23	140:10 141:25	107:20,21	148:24 152:1
101:1,3 111:2	142:11 145:20	attention 78:24	authority 91:5
111:14 121:1	145:21	attn 6:21	91:12 92:1
121:24 136:1	assignment 6:7	attorney 12:19	124:2 150:2
144:14	34:14,17,25	12:22 66:12	authorization
asks 84:23	35:6 36:3	81:18 109:20	70:10
107:15 110:20	37:25 38:7,22	120:11	authorizations
aspect 38:17	39:4,8 40:18	attorneys 69:16	46:20
53:25	42:19,20 54:1	105:21 112:25	authorize
asserted 104:25	54:19 55:9,20	atypical 49:13	150:22
109:6	56:4,19 57:3	93:25	authorized
asserting	60:1 77:21	audience 71:8	55:4,16 71:6
102:24 117:21	78:2,9,23 94:7	august 22:1	128:5,10
asset 59:23	146:11 147:21	25:14 26:10	automatic
73:15,18 74:11	assignments	27:1,14 29:22	150:8
74:19,24,25,25	46:21	30:16,19 60:24	automatically
75:2 76:20,23	associated 58:2	62:23 63:1,20	62:5
76:25 121:18	58:3 60:2	64:1,6,25 65:4	available 28:22
	67:19 77:7		98:4 135:16

[avenue - batches]

avenue 3:11 average 77:17 95:20 avoid 141:24 aware 63:21,24 64:1,5 65:5,7 67:4,10 68:4 68:10 73:1 120:17 143:19 150:8	bad 70:21 122:24 143:2,2 balance 38:25 73:16 74:5 75:12 76:21,25 79:2,11,19 80:8,15,21 83:14 136:14 137:7,13 146:14,17 balances 77:16 ballpark 21:20 ballparking 77:15 bank 1:13 2:2 3:3,20 5:3,16 6:8,10,21 7:8,8 8:12,14,16 9:7 10:7,8,17,20 13:3,5,7,14 14:4 17:5,9,10 17:12,14,22 18:16,19 19:4 19:8,19,22 20:11,14 21:7 22:16 25:11 29:19 30:17 31:20 33:4 35:13,18,24 36:12,14 40:1 40:16 47:13 48:15,17,17,22 49:10 51:1 56:19 61:25 62:2,10,11	63:17 64:5 65:5 66:4,5,11 66:12 68:4,9 68:10,25 69:7 72:15,18,19 73:20 74:11,19 74:24 76:12,18 77:3 78:10,20 82:13 84:14 87:1,9,11 88:4 88:12 90:2 91:5,11,25 92:17 93:3 97:17,17 103:25 106:1 108:8,13,19 109:4,9 111:15 112:4,10,12,13 112:15,21 116:11,19 117:1,20 119:11 120:7 122:4 127:5,5 133:11,14 134:22 137:23 138:10 139:8 139:23 140:5 141:9 142:9,25 143:8 144:3,10 145:23 146:7 146:25 149:8 149:11,22 150:22 151:1 151:25 152:2	bank's 7:4 8:17 18:20 20:6 57:25 71:5 73:15,16 76:25 92:8,11 108:1 108:6 149:22 150:21,23 banking 11:14 11:16,16,18 54:18 bankr 5:13 bankrupt 102:24 bankruptcy 1:1 98:14 99:17 105:24 120:18 121:7 150:1,9 150:13 bare 102:1 base 24:16,17 41:9 based 30:10 33:2 35:22 52:7 142:20 148:19 basically 90:21 92:7 99:16 121:3 135:4 basis 33:16 111:24 127:20 127:21 batch 14:24 125:23 batches 14:22
b			
b 5:10 6:1 7:1 8:1 10:6 11:24 bachelor's 11:10 back 16:5 36:6 40:25 42:16 46:15 48:4 49:8,14 52:11 61:24 71:21 78:5,9 80:7 83:9,23 85:17 88:24 90:21 91:1,16 92:9 93:17 94:19 100:2,10,24 102:12 107:13 109:9,9 113:11 117:16 118:15 118:22 121:10 121:11 140:6 143:14 151:1 background 32:12 121:19			

[bater - bottle]

bater 6:18 7:13 7:17,20,24 8:4 13:6,16 21:14 34:3,3 38:11 38:13 66:1 67:3,9 70:15 72:22 101:19 101:20,23 102:5 103:7 104:10 105:20 105:22 106:1,6 106:7 107:14 107:15 110:20 111:6 112:16 112:19,21 113:3,17,20 115:23 116:16 116:16,19,20 140:14 141:20 142:9 149:14 150:19,19,20 bater's 116:22 bates 6:18 7:13 7:17,20,24 8:4 13:6,16 14:20 14:22 15:14,21 15:25 21:14 38:11 43:8 48:15 66:1 67:3,10 69:25 70:6,15,15,24 101:19 102:5 102:17 104:3 104:10 105:6 105:20,22	106:2 107:14 107:15,24,25 108:11 109:16 109:20 110:20 111:6,16 112:16,19,21 115:10,23 116:16,16,19 119:12 140:14 141:20 142:9 143:22 bear 110:14 bed 116:24 beginning 2:2 behalf 38:1 54:21 belief 71:5 78:13 87:18 146:5 148:20 believe 12:15 20:21 21:3 24:22 26:13 35:16,19 37:8 37:9 38:24 41:2 42:19 47:2 48:16 53:8,13 54:3 54:20 55:25 56:10,17 61:7 63:19 64:3,14 66:2 67:5,22 69:1,18 71:24 72:15 73:6 79:7,12 92:12 97:10,13 98:12	98:16,23 102:25 104:23 106:20 109:10 109:23 113:2 113:25 117:1 122:9 125:6,20 127:3 128:18 130:11 132:10 133:8,17 141:6 146:4,8 148:14 149:25 150:2 151:8 believes 113:5 belonged 98:9 139:1 belonging 137:25 144:10 belongs 89:13 beneficiary 50:16 benefit 37:13 56:5 78:20 92:12 93:1 98:13,24 101:4 benefited 147:20,21 best 13:23 47:6 86:10 102:20 better 30:14 63:14 86:20 93:20 130:20 beyond 13:9,13 83:11 115:20 big 33:14 74:1	bills 103:6 bit 24:2 36:23 43:1 58:18 64:8 72:13,14 78:1 blanks 36:24 blocking 35:25 blue 90:4 bond 110:23 111:3,14 bondholder 134:23 bondholder's 108:12 bondholders 69:17 98:21,22 99:10 102:13 103:1 104:16 107:19 124:8 130:8,15,17 131:2 book 75:19 borrower 18:10 23:4 34:22 82:12 91:14 borrowers 22:18 30:22 31:1,3 54:21 82:24 145:18 borrowing 24:16,17 29:10 41:9 66:24 bottle 114:13
---	--	---	---

[bottom - changes]

bottom 27:11 90:3 108:10 110:21 bp 125:23 break 48:3 49:2 83:19 114:16 114:17,22 131:1,12,21,21 134:12 breaking 51:8 brief 140:19 bring 21:10 88:11 96:15 bringing 21:8 broad 17:1 31:5 50:17 73:24 112:17 broadened 99:6 broader 42:14 61:17,21 71:7 73:1 111:24 broadly 50:9 broke 117:6 brothers 32:13 113:6 bullet 123:21 bunch 134:25 burns 8:5 34:4 38:14 115:12 116:15,18 business 5:16 14:3 16:20 27:4 33:6 51:1 54:13 60:2	61:22 64:13 75:4 77:23 80:8 114:5 121:16 businessman 113:13 bust 43:1 57:17 butler 3:9 9:21 butlersnow.c... 3:13,14 buy 102:25	cam.hillyer 3:13 campbell 3:10 capacity 41:4 55:16 140:1,11 capital 102:1 107:23 care 142:7 carry 65:24 case 1:5 13:22 39:1 58:11 60:15 76:2 77:2 90:23 103:5 105:24 121:14 142:5 150:1,9,13 cases 142:2 cash 35:20 63:10 73:20 74:24,24 75:22 76:1,4,9,13,19 76:20 77:1,10 77:13 79:4 80:19 81:3 87:14 102:2 107:21 115:16 117:16 118:9 118:21 119:18 119:22 120:18 121:2 136:7,15 147:15 categorized 45:16 95:12 cause 114:7	cc 6:18 7:10,13 7:17,21 8:5 108:8 cdt 2:3,3 9:2,2 central 131:12 131:14 cents 40:4 certain 50:22 57:6 59:5 71:15 100:4 103:1 121:15 122:10 136:18 certainly 135:20 certainty 40:10 41:14,22 43:10 51:7 56:16 61:10 67:6 87:7 100:12 101:2 112:13 126:5 certificate 153:1 certify 153:5,10 chain 3:8 6:17 7:5,13,16,20,23 8:7,11,18 107:4,12,14 120:9 chains 107:10 chance 108:21 143:10 change 8:14 changes 59:10
	c 3:1 4:1 calculator 95:13 call 14:20 19:12 20:3 21:23,24 33:12 37:14 51:25 52:6,8 53:22 63:6 67:16 74:12 90:9 119:7 124:6 139:22 called 116:22 136:17 calling 71:3 72:11 cam 9:20 16:8 21:19 32:21 40:20 47:6,21 82:1 114:12 130:13,25 131:15 144:5		

[chapter - conclusion]

chapter 107:23	104:6	43:17,20 44:2	common 66:11
charge 95:14	clarify 13:12	44:13 54:15,16	communicate
95:25	19:16 43:9	54:16 56:22,24	23:15 112:15
charged 105:15	52:1 62:8	57:8 58:25,25	communicating
charlotte 4:11	68:19 130:25	59:1,8,13,21	106:2
13:4	139:19,19	63:11 72:11	communicati...
chattel 27:5	clarity 56:18	78:24 79:6,8	108:2 148:19
check 41:7	classification	80:3,19 93:10	150:18
75:23,25 143:4	29:7	99:2 109:5	company 19:1
checking 35:3	cleanup 33:1	117:16 118:9	35:20 54:5
36:7 39:6	33:13	118:22 119:5	63:8 80:10
chief 17:25	clear 12:23	121:2 145:16	85:4 86:1 87:3
chose 104:22	16:12 18:9	147:12,22	101:25 102:3
chronological	51:5 65:6 87:1	148:6,10	103:22 107:18
51:9	88:7 98:19	collateralized	107:21 111:25
chronologica...	127:7 128:24	145:18	128:19,25
13:23 14:1	clearly 119:18	colleague 13:5	completed
34:6	client 142:6,24	color 126:11	102:7 103:14
circulated	close 37:6	column 90:8	103:17 105:8
150:7	83:18	combined	completion
circumstance	closed 120:20	30:22	153:13
33:18 66:16	120:23	come 23:10,15	comprise 34:4
circumstances	code 136:25	42:16 48:3	compromise
66:18 118:1	137:3,14	64:3 83:23	7:7
143:9	coded 137:7	113:22 133:2	concepts
civ 5:13	codes 125:24	140:7	145:15
claim 19:23	136:23	comes 103:3	concerned
86:11 92:24	collateral 27:3	140:1,10	56:20 138:23
98:2 100:21	28:2 29:2,5,7	comfortable	concise 139:14
108:24 119:4	30:25 31:7	84:18	conclude 152:7
claiming 92:18	35:1,21 36:4	coming 37:12	concluded
93:3,24 104:1	36:21 37:18	46:1 122:18	152:17
claims 111:15	40:3,7 41:24	comments 89:9	conclusion
clarification	42:1,3,8,11,12	121:9	43:12 71:7
43:15 52:13	42:23,24 43:5		

[conduct - counsel]

conduct 138:11 151:1 conducting 143:19 confident 86:13 confirm 38:24 68:22 86:10 138:9 confirmed 66:4 conflict 109:7 conflicting 85:25 86:14 connection 138:24 consider 63:8 120:19 consideration 55:15 109:22 considered 141:23 considering 116:13 151:4 consistent 57:20 67:23 110:5 consummated 32:1 contemplated 56:11 content 84:18 121:15 context 106:16 continue 59:9 116:7,7	continued 4:1 6:2 7:2 8:2 contract 27:6 contracts 46:20 81:1 contractual 19:23 contrary 68:1 control 5:18 6:15,15 15:15 16:18,23 17:2 17:8 18:25 37:15,20 38:2 38:6 45:18 55:14 65:2 68:15 80:1 85:12 86:20 87:4 102:13,24 107:20 127:13 127:14 128:2 129:5 130:9,12 130:16,18 144:9 148:18 151:8,10,13,21 controlled 45:12,14 54:9 147:15 controlling 86:1 controls 37:19 46:20 conversation 12:20 67:20 conversations 43:12	conversion 37:8 145:22 convoluted 13:22 copy 121:23 149:10,11 copying 107:15 120:10 core 36:15 57:24,25 58:15 64:9 74:15 89:23 124:23 124:25 126:8,9 136:18 corporate 1:13 2:2 5:3 9:7 68:8 112:12 119:15 correct 10:11 12:5 13:18,19 15:1 16:24 17:10 22:3,19 22:20 25:14 26:23 27:7,15 27:18 28:25 29:20,23 30:3 30:17,23 31:21 34:15,20,23,24 36:9 40:5 41:1 45:2,6,9 46:23 47:3 50:5 53:24 54:24 60:25 62:14,18 65:2,5,20,21,22 66:8 68:16	69:21 70:17 71:9 72:18 73:10 74:3,20 76:19 77:10 81:7 83:6 84:14 85:20 86:23 90:6,11 92:25 96:4,11 99:11 104:4 111:4 116:8 122:9 124:11 125:9 127:6 128:17 136:10 137:23 138:2,6 138:12,13,15 139:11 140:15 141:2,14 148:23 corrected 91:18 correctly 125:19 correspondeen... 99:6 corresponding 52:10 54:4 108:8 corresponds 26:7,11 27:23 28:25 68:14 counsel 12:8 13:2,3,4 47:11 50:8 51:16 66:25 69:6,6 106:2,7 107:15 107:16 108:7,8
---	--	---	---

[counsel - debtor]

108:12 118:6 120:10,19 121:22 122:4 123:13 129:14 135:15 141:7 152:7 153:10 couple 89:15 95:24 116:21 133:24 134:5 course 16:20 64:13 77:23 116:3 court 1:1 9:14 38:18 87:12 117:15 118:15 119:23 121:10 131:5 144:25 152:6,13 153:1 153:3 cover 145:14 coverage 7:15 107:7 covered 125:6 138:9 covering 106:22 create 121:16 122:3 created 87:13 creates 142:5 credit 18:6 21:1 53:5 70:1 95:22 102:6 103:14,16 119:1 125:11	139:24 140:6 145:10 credited 138:1 creditors 99:19 credits 46:1,6 125:8 critical 8:14 123:12,19 cross 135:10 136:2 145:18 current 153:4 currently 83:3 123:22 curdory 114:3 custodial 15:7 15:11 16:2,6 custodian 14:19 customary 20:3 43:5 customer 66:20 cut 75:7 d d 5:1,10 6:1 7:1 8:1 144:4 d&o 7:15 107:6 daca 17:6,16,19 18:17,20 19:4 19:8,9,14 36:8 36:13,19,21 37:3 39:11 50:16 51:16 63:22,24 64:1 64:6,6,9 65:5 67:4,10,18	68:4,10 69:17 73:4 80:19 92:20,24 97:13 98:13 99:1 145:24 146:6 148:13,14,21 149:3,8,10 dacas 6:20 72:12 daily 8:16 124:21 125:5 dallas 1:2 3:18 4:6 darn 129:13 date 24:9 25:13 27:14 28:25 29:23 30:16 53:13 59:22,23 60:23 61:3,16 61:23 64:24 65:6 67:20 68:3,5,10 79:25 96:14 99:5 141:17 153:16 dated 5:19,20 5:21,22,23,24 6:5,6,8,10,12 6:15,19,22 7:11,14,18,21 7:24 8:6,8,11 16:24 22:8,16 26:10,25 27:23 29:22 31:23 61:6 84:14	85:20 129:19 david 5:3 7:13 7:16,20 8:7,11 9:7,15 10:15 16:9 102:3 105:20 davor 4:4 135:22 144:21 144:23 day 30:20 104:25 114:20 115:9 153:16 days 25:8,18,23 107:24 111:6 115:21 deal 122:19 dealing 67:15 103:4 dealings 122:21 deals 123:17 debit 49:6 125:10 debited 136:9 debts 44:9 125:8 debt 32:14 39:1 42:2 83:11 102:22 111:8 111:10 113:4,7 113:20 114:6 115:14,25 120:20,23 debtor 1:6 27:4 86:16 98:21,22 99:13 100:1,10
--	---	--	--

[debtor - differently]

107:15 111:14 debtor's 106:2 106:6 debts 54:6 decade 50:14 decades 11:19 december 110:17 115:22 decided 90:24 131:2 decision 91:10 91:18,19 109:4 decline 21:6 deed 57:7 145:15 default 8:13 71:13,16 120:7 120:12 141:1,9 141:13 defaulted 71:18 defend 116:3 deficiency 80:18 defined 28:2 29:9 definitely 51:22 definition 29:5 151:12,16 definitions 5:15 delay 28:15 delayed 111:8 delays 28:18 delete 8:15 delinquent 71:14	demand 123:18 denied 130:10 denoted 74:8 department 11:16 14:17 87:4 92:1 127:1,17 151:10 department's 85:11 depends 66:13 deposit 5:18 6:7 15:15 16:18,23 17:2 17:8 18:13,25 19:25 34:14,25 36:3 37:12,15 37:20,25 38:2 38:5,7,22 39:9 40:2,3,25 41:10,13,20,25 42:11,20,21 43:18 44:3,20 45:17 49:6,14 49:14 50:12 52:2,22,23 54:1,14,19 55:10 56:23 57:3,16 58:3,3 62:13 63:3,13 65:1 66:5 70:16 71:3 72:9 73:12,16 74:13,23 75:22 75:24 76:14,21	77:2,21 78:9 78:23 80:1 84:25 86:22,24 87:6,8,12,17,21 88:2,20,23 89:10 90:4,5 95:18 96:10 107:17 123:18 123:19 124:1 126:16 127:4,8 128:6,9,14 129:5 138:14 144:9 146:11 148:17,17 deposited 48:23 52:14 73:8 85:23 90:14 94:10 96:10 100:1 deposition 1:13 2:1 5:12 9:6,10 10:1,6,25 12:18 13:1 46:10 53:16 58:14 113:11 116:4 121:13 121:20 122:2 122:25 152:16 153:13 depositor 18:11 19:2 depository 17:5 17:9 19:3,8,19 19:22	deposits 45:25 46:1,6,8 90:5 96:14 98:4 125:18 describe 89:8 described 36:21 describing 70:3 137:1 description 5:11 6:3 7:3 8:3 35:1 40:8 40:25 52:2 62:1,1 descriptions 61:25 62:4 designated 10:8 37:14 40:8 81:4 89:14 designation 126:16 desk 139:16 140:1 determined 92:15 died 116:25 difference 25:19 different 25:13 107:4 111:23 113:8 116:9 differently 76:12
---	---	--	--

[diligence - education]

diligence 8:9 direct 12:1 19:14,21 56:5 84:19 97:9 106:6 109:7 138:20 151:23 direction 29:4 66:25 70:7,24 98:18 131:5 153:8 directions 86:1 directly 23:15 61:11 63:8 67:11 109:15 director 10:18 21:16 82:20 139:24 140:9 disagree 104:2 116:7 disbursement 45:12,14 disclaimer 12:18 disclaiming 119:11,12,16 discount 103:1 discovered 41:14 49:18 53:8 56:1 discovery 100:4 discretion 87:4 discuss 23:6 47:9,10 101:20 101:23 127:11	146:25 discussed 50:9 50:10 118:4 143:16 discussing 51:17 78:18 84:18 102:21 111:24 112:22 discussion 58:21 discussions 63:16 67:7 114:4 disposition 58:13 dispute 92:23 93:23 97:24,25 98:1,1,19,20,21 99:6 104:14 111:13 112:2 dissimilar 39:10 56:23 76:1 distributed 97:11 district 1:1 division 1:2 dla 3:16 document 15:22,25 16:18 24:2 29:17 31:18 32:25 33:1,13,19 34:13 36:6 48:14 52:24	64:23,24 65:16 94:7 100:13 101:12 113:25 123:11 125:21 125:22 145:13 146:11 documenting 111:9 documents 15:7 58:2,3 146:24 150:6 doing 50:23 56:21 83:2 105:13 106:2 112:8 114:13 118:3 119:21 145:7 151:4 dollar 40:11 dollars 124:7 132:12 domenico 4:12 9:11 doty 6:19 144:4 144:8 double 41:7 doubt 48:23 draw 41:4,8,19 41:25 42:10 52:10,20 drawing 41:4 dropped 146:6 146:17 drukavina 4:7 due 8:9 24:18	duff 21:5 duly 9:16 duties 18:1 19:4,7 139:22 140:9 e e 3:1,1 4:1,1 5:1 5:1,10,10 6:1,1 7:1,1 8:1,1 65:24 earlier 24:15 47:17 50:10 53:20 57:5,21 58:19 60:24 64:8 67:24 68:16,25 71:21 72:8 76:23 78:2 97:4,7 113:10 116:21 117:20 121:8,9 122:10 124:23 127:3 136:12 140:13 143:7 144:1 145:5,8 147:4 148:1,5 148:13 149:22 151:4 early 23:11,16 33:24 111:9 115:22 earnings 80:10 easy 49:20 93:8 education 11:8 67:7
--	--	--	---

[effect - exact]

effect 41:8 54:12 74:16 77:18 78:2 83:1 126:12 128:7,10 136:14 149:19 effected 58:21 70:7 effective 61:19 effectively 36:4 43:20 54:12 79:7,9 effectuated 77:24 either 17:16 23:16 29:6 32:5 54:11 55:21 57:2,15 62:4,9 71:12 75:8 76:3 78:20 79:3 108:8 109:14 111:3,4 117:1 125:4 126:8,17 141:17 143:21 electronic 62:5 electronics 3:8 7:6 8:18 eliminate 97:15 email 6:17,17 7:9,13,13,16,16 7:20,20,23,23 8:4,7,7,11,11 56:1 58:10 65:19 66:1,9	67:20 96:21,22 99:10 101:1,18 104:10 105:6 105:20 106:5,6 106:21 107:4 108:1,4,6,17 110:6 112:7 115:12 116:25 117:2,23 118:12 119:5 119:16,21 120:9 121:8,24 122:23 141:7 144:7 emailing 69:16 104:18 120:10 emails 99:1 100:3,5,9 110:19 115:22 115:22 119:13 143:21,24 144:2,15 encumbered 56:14 endeavor 8:9 35:15 53:20,21 53:22,25 56:12 56:15 59:5,23 63:9 71:24 72:1,9 80:7,9 80:16,22,23 115:19 121:18 122:6,11,16 endeavor's 80:21	ends 139:15 engaged 118:17 entered 62:1 enterprise 147:21 entire 147:1 entirety 79:25 entities 29:10 30:22 31:8 33:9,21 35:19 59:6 66:24 78:11,13,21 79:3 81:6 98:3 entitled 131:6 135:20 entity 30:7,11 35:15,16 43:22 54:8 55:13,14 55:22 57:2,20 63:9,10 80:6 83:2 entrepreneurial 21:17 entries 49:5 53:8 75:2 89:16 95:12,17 125:7,13 128:12 135:5 136:19 entry 44:10 74:14,23 75:20 77:25 85:10 90:15,21,25 91:15,19 92:25 93:12 94:19	125:17 enumerated 12:4 equal 75:3 136:13 equipment 27:5 equity 57:19 75:3,10 83:11 136:13 eric 6:12 7:10 erroneous 91:17,18 escrow 107:19 108:13 115:16 120:18 especially 93:9 esq 3:4,10,10 3:16,22 4:4 essentially 112:5 115:23 estate 61:22 evade 79:17 evasive 62:3 75:21 76:11 event 92:20 117:3 events 123:19 eventually 43:19 77:13 evidence 37:23 52:19 evidences 24:6 exact 17:25 33:4 43:25
---	--	--	--

[exact - familiar]

52:24 62:13 82:8 86:7 132:23 exactly 20:8 53:10 58:9 93:20 99:18 100:25 119:9 examination 5:5,15 9:18 12:5 134:19 145:3 examined 9:17 except 130:12 exchange 36:2 56:3 133:15 excluded 15:7 15:11 exclusive 6:15 68:15 75:10 executed 59:18 148:8 executes 19:4 executing 18:20 execution 17:16 executive 105:12 exhibit 5:11,12 5:15,16,18,19 5:20,21,22,23 5:24 6:3,4,6,7,8 6:10,11,13,15 6:17,21 7:3,4,9 7:13,16,20,23	8:3,4,7,11,14 8:16,17 10:2 11:21,23,24 12:2 14:3,4,5 15:13,16 22:10 22:11,13 23:19 23:19,21 24:7 24:24 26:3,5 26:12,16,17 28:20,22 29:13 29:15 31:15,17 34:8,10 36:9 39:19,21 40:12 43:7,14 44:4,5 44:15,21 45:4 45:5 46:15 48:12,21 49:21 49:23 50:25 51:5,10,12 52:3 54:22 60:8,9,24,24 62:11,12 64:17 65:10,12 68:14 69:1 73:7 81:23 82:1 84:8,8,9 85:17 88:6,14,16,24 95:3 96:16,17 96:19,24 97:6 101:8,9,11,14 106:9,11,13,17 106:21,22,24 107:5 108:11 109:19 110:11 110:14 114:11	115:4 117:5,8 120:2,4 123:7 123:8,10 124:15,17 129:21,23 141:6 exhibit's 26:8 exhibits 13:25 24:25 27:21 107:10 127:22 exist 99:4 existed 65:7 145:9 148:14 149:3 existence 58:11 existing 44:2 148:21 exists 18:22,24 68:22 70:11,13 expand 142:17 expect 48:19 49:4 53:10 135:22 136:22 expectation 59:25 95:14 expenses 99:19 experience 18:19 19:3 30:10 142:6,8 142:20 expiration 153:19 explain 16:8 32:23 111:19 111:22 117:22	120:22 explanation 33:22 extended 115:18 extension 7:15 107:6 external 8:9,12 108:9 extinguishes 74:25
f			
facilitate 42:10 facilities 33:8 35:15 79:8 145:21 facility 21:1,2 41:3,7,9,19 facing 142:24 142:25 fact 52:23 72:24 83:15 117:2 121:16 122:3 141:13 facts 142:22 factual 33:17 factually 119:7 fair 105:5 109:18 135:3,6 136:25 139:15 140:11 142:8 familiar 14:14 14:20 17:2 20:13,19 24:1 30:5,7 32:18			

[familiar - functions]

46:13 47:1,21 66:22 123:15 132:6 far 125:25 138:23 fast 20:10 145:22 fathom 40:22 favor 19:1 fbo 108:14 february 115:23 fed 5:13,13 fedex 3:8 7:5 8:18 9:22 46:3 fee 95:14 feel 49:19 84:18 108:20 fees 77:7 felt 71:9 92:24 122:14 fiduciary 19:12 field 37:15,16 39:12 fifty 139:22,22 fighting 99:2 figure 38:22 80:3 100:20 108:22 120:25 file 57:22 58:5 filed 87:11 120:17 121:6 150:1,13 files 58:15,18	filing 31:5 43:22 57:19 58:11,13 99:17 107:23 145:20 filings 57:7 58:16 fill 32:21 36:24 finance 11:12 21:17 financial 79:16 find 100:13 fine 48:4 60:16 83:25 110:16 131:19,22 133:6 134:4 finish 96:6 111:9 firm 9:21 first 9:16 14:2 16:5 18:15 20:6 22:7 25:18 28:8 47:7 59:16 63:7 69:4,8 74:2 97:3 103:13 108:10 109:8 121:22 141:4 152:12 five 31:25 52:7 113:12 131:12 131:19 134:2 134:10,12 flag 36:17 37:9 37:21 39:9,11 64:10,13 67:24	145:24 146:2,5 146:6 148:13 flagged 64:9 flow 35:21 44:24 61:9 63:10 flowed 50:20 61:23 flowing 61:17 fly 119:19 focus 80:11 83:1 folks 13:5 91:23 128:14 128:14 follow 44:24 57:14 58:23 59:10 97:2 following 66:5 follows 9:17 form 19:10 23:3 32:10 38:3 48:18 66:21 78:6,16 104:12 127:16 133:16 139:2 142:12 147:17 147:24 149:4 151:14 formerly 59:21 forth 27:10 153:7 forward 20:10 20:15,15 34:7 62:22 145:22	found 99:1 foundation 79:22 150:14 four 10:23 95:12,17 109:8 125:7 fourth 83:8 123:21 frame 22:3 33:15 43:25 79:24 99:18 100:4 frankly 97:24 fraudulent 109:23 freedson 6:11 7:10 13:4 69:5 69:16 85:20 96:23,24 106:1 109:1 152:2 freeze 84:24 frequently 42:6 friday 102:11 front 29:6 39:23 60:10 65:16 82:2 84:10 85:18 88:17 96:21 101:12 124:18 124:19 140:5 full 10:14 61:10 105:14 fully 27:12 functions 58:9
---	--	--	---

[funding - go]

funding 52:20	131:3,6 132:21	51:1,2,25	gestures 11:4
funds 7:18,22	132:22 136:8	55:17 56:12,13	getting 98:18
7:25 44:24	136:24 137:20	57:2 58:15,25	121:2 149:15
45:3 49:3	138:1,2,14,17	59:6,23 62:25	give 15:24 16:6
50:20 52:7,8	138:21,25	70:2,17 71:12	24:1 28:10,14
52:14 54:14	146:16 149:23	78:10,13,21	32:11,20 40:21
61:9,18,23	150:3,12	79:3,11,14,20	41:23 43:8
63:9 71:25	further 10:24	79:23 80:22,24	44:24 51:7
74:15 75:18	20:2 45:24	81:1,2,6,6 83:5	56:3 60:5 65:8
76:13 77:4	83:18 121:13	83:14 90:15	66:11 68:23
78:18 84:24	143:5 144:18	91:7 93:8 94:3	81:15,16
85:8,14,22,24	152:3,5 153:10	94:11,17 96:3	101:13 105:3
86:2,5,17 87:2	g	103:17 105:8	106:25 110:9
87:9,14,20	gap 32:21	109:22 111:8	118:15 119:20
89:14 90:24	gaps 15:5	111:17 112:5	119:25 121:19
91:2,18 92:13	gavin 6:19	113:4,20	123:4 126:11
92:13,18,21	general 13:3	115:11,15,25	127:2 129:2,3
93:3,7,14,22	27:6 126:10	118:23 120:13	129:16 130:23
94:4,8,13,16,18	129:14	120:20,23	133:14,24
94:21 95:18	generally 33:11	121:18 122:7	given 31:8
97:11,14,22,23	62:24 63:2	122:11,17,25	giving 33:17
98:8,16,24	141:22 147:1	132:17,25	50:21 61:15
99:6,8,11,15,20	generate 89:21	133:12 137:21	gl 86:25
99:22,25 100:6	generated	140:14 141:1,8	glad 114:23
100:19,21,22	24:17 124:22	141:13,20	global 20:17
100:23 101:3	genesis 20:15	143:23 145:17	22:17 23:2
102:14 103:10	20:16,17 21:24	145:18 146:10	24:19 25:12
104:1 105:18	22:16,17 23:1	147:12,22	gnet 108:14
107:7,17,18,20	23:2 24:19,19	148:6,10	115:16
108:13,24	25:11,12 30:22	149:13	go 10:9,24
109:5,10,21,23	31:1,8 33:9	genesis's 49:19	13:22 16:5
110:21 111:16	34:22 35:9,14	74:2 91:8	19:11 20:2
112:3 113:21	38:25 40:3,16	gentleman	24:1,4 26:1,15
114:1 115:24	41:1,20 43:17	38:13,14	28:11,14 29:12
116:9 118:8	44:12 49:10		31:13 33:14

[go - gut]

36:6 39:18 40:25 43:14 46:15 47:24 51:9 64:10 65:8 68:21,24 76:6 83:17,17 83:19 88:23 89:1,4 93:17 95:5 100:9 101:6 102:12 106:4,25 107:13 108:4 108:10 110:2 112:3 113:18 114:10 117:4 117:12 123:17 134:7,9,12 135:9 136:4 152:11,13 goal 97:13 goes 39:15 49:8 65:14 74:11,12 78:5 113:11 121:8 143:2 going 9:24 13:22 14:3 16:17 17:6 20:15 21:22,24 25:17 28:4 32:24 35:8 37:12 43:7 44:4 51:7,17 56:21 60:7 61:24 64:15 68:20 71:21	81:1 83:9,20 85:17 90:17 92:23 93:15 104:21 105:1 107:11,12 113:15,24 116:9 121:7 122:25 123:3,5 126:1 127:12 133:6 135:8,16 137:13 142:4 142:10 146:19 good 9:20 32:11 72:12 108:23 120:1 122:24 134:21 144:24 147:10 goodman 1:5 6:19 7:11,13 7:14,18,22,24 8:5,5,8,8,9,11 9:8 18:4,10,12 22:18 23:7 25:13 29:19 30:1,2,5,23 31:9,10,21 32:5,8,9,17,18 33:2,23 34:2 34:18,21 38:7 38:8 40:17 42:22 45:9,11 53:23,23 54:8 54:21,21 55:1 55:3,8,11,12,17 55:19,19,23	56:3,6 57:10 59:1,1 70:25 71:25 72:19 80:4,18 83:3,3 89:15 91:23 94:4 98:3 99:14,14 100:6 100:21,23 101:18 102:24 105:20 107:6,7 107:14 109:21 110:20,22 111:2,3 112:16 112:24 115:10 115:11 117:14 117:14 118:12 118:12 120:10 120:14 132:16 132:24 133:4,8 133:11,15 138:14,23 139:4,9 144:10 146:22 147:1 147:13,14,19 147:20 150:20 goodman's 33:5 57:11 107:16 122:2 goodmannet... 7:17,21 goodmans 119:6 goodwin 18:4 gotten 102:15	grab 114:12 grant 36:23 granted 42:21 granting 55:9 55:20 grantor 34:17 great 37:5 72:20 91:4 group 3:21 21:17 30:2,5 31:11 32:9 34:5 50:10 57:11 134:23 guarantor 22:18 25:13 30:23 31:10 34:22 guaranty 120:21,24 guess 27:12 30:10 40:22,23 49:7 57:21 73:20 76:17 77:13 90:20 93:5 94:12 100:8 106:16 116:24 guffy 3:22 5:7 134:20,22 135:12 136:5,6 137:11,19 139:6 142:16 144:14,17 gut 124:24
--	--	---	---

[guy - identification]

guy 122:24	held 9:10 87:14	105:2 106:8,10	129:13 135:8
h	89:14 97:11	106:12 107:3	146:12,13,17
h 5:10 6:1 7:1	110:22 112:2	110:10,13	151:24
8:1	120:18	114:14 115:3,6	holder 92:15
half 139:23,24	help 100:4	117:7 119:24	holders 98:14
hand 11:4	helpful 32:14	120:3 123:9	holding 35:20
handle 114:5	helps 114:21	124:16 127:19	63:8 87:20
happen 36:3	hey 58:10	128:15 129:17	97:14 112:4
42:5 56:17	99:21 101:20	129:22 130:22	153:3
62:4 93:20	124:6	131:11,17,20	holds 37:19
98:6	hi 101:23	132:2 133:19	honest 50:22
happened	hierarchy	133:22 134:9	72:21 78:12
59:24 61:16	116:19	134:25 135:8	113:2 117:25
62:8 73:19	high 76:16	135:14,25	honestly 50:14
90:22 91:17	hillyer 3:10 5:6	137:10,17	67:5 72:10
92:7 151:5	9:19,21 10:3	139:2 144:12	98:8 102:19
happening	11:22 14:6,9	147:17,24	104:23
59:20 62:25	14:11 15:17	149:4 150:14	hoop 103:3
86:8 126:8,12	16:11,14,16	151:14,18	hope 96:1
happens 36:15	19:13 22:9,12	histories 41:15	111:9
99:17	23:22 25:7	53:7	hot 114:24
happy 16:12	26:1,4,15,18	history 53:15	house 51:15
hard 104:13	28:21 29:14	61:12,14 62:16	houston 1:14
107:10 125:11	31:16 32:15	62:17 81:11,22	3:6,24 9:1
136:20	34:9 39:20	82:5 89:16	huge 66:13
hardt 4:4	44:6 48:2,10	147:5	hunton 3:22
harr 4:4	51:11 52:16	hold 16:14	huntonak.com
hartley 7:14,18	60:12,17 64:19	28:14 35:4	3:25
7:21 105:21	65:11,17 67:2	37:22 39:5,7	hypotheticals
head 82:21	81:13,24 82:4	39:10,15 40:13	124:6
heading 131:1	82:9 83:17,22	45:18 78:1,3	i
heard 143:7	83:25 84:6,12	87:2,9 98:5	i.e. 76:23
heart 104:23	88:11,15 94:23	103:10 127:18	identification
hearts 104:23	95:1,2 96:18	127:23 128:1	10:2 11:21
	101:6,10 104:9	128:21,24	14:5 15:16

[identification - internal]

22:11 23:21	inbound 100:5	indiscernible	intend 116:5
24:24 26:3,17	inc.'s 8:18,19	104:5	intended 59:17
28:20 29:13	inception	individual 53:8	89:12 123:2
31:15 34:8	140:23	144:3	intending
39:19 44:5	included 16:20	industry 11:14	118:14
51:10 60:9	144:5	information	intent 42:25
64:17 65:10	includes 108:7	14:16 58:20	43:4 57:6 80:7
84:9 88:14	including 46:19	61:8 62:2	92:9,11 105:13
96:17 101:9	income 77:12	66:12,20 68:1	118:13
106:11,24	80:9	86:14 126:22	intentionally
110:11 114:11	incorporated	126:22,25	118:11
117:5 120:2	18:4,10 34:18	informed 67:6	intentions
123:8 124:15	34:21 55:9	86:8 102:11	150:21,23
129:21	incorrect 119:7	initial 9:24	interact 23:10
identified 10:9	138:5	148:1	interaction
29:2 132:7	incorrectly	initiated 69:25	33:16,21
identifiers	15:20	70:4,15	122:19
137:4	increase 42:3	inputted 62:1	interest 30:1
identifies 27:18	75:9 76:25	inquired 149:8	31:10 32:9
identify 20:14	137:13	inquiring	35:13 54:10,12
illegitimate	increasing 42:2	135:12	57:11,18 59:1
123:1	indebtedness	inquiry 60:21	71:4 77:7,12
immediate 53:6	24:6	135:13	77:15 92:18,21
immediately	indenture 3:20	inside 102:2	93:3,7,13,14
71:8 73:2 96:6	134:22	instance 40:24	95:15,20,24
96:7 98:17	indicate 39:13	42:7	104:1 109:6,10
impaired 97:16	150:7	instructed	109:13 111:16
imply 89:13	indicated 37:22	149:14	117:21 119:4
important	146:11	instruction	149:23
82:10	indicates 36:18	150:5	interested
impossible	37:11	instructions	153:12
52:21	indication	7:15 85:25	intermediary
inaccurate	116:8	107:6 152:3	52:19
69:15	indicative	intangibles	internal 13:3
	140:2	27:6	35:22 69:6

[internal - kidding]

89:18 108:8 128:11,16 internally 36:14 39:16 43:1,12 79:4 118:5 internet 25:8 interpret 125:22 interrogatories 8:19 129:19 interrupt 19:16 21:19 55:2 130:6 intimate 126:24 introduce 14:3 15:13 64:15 65:9 123:5 inventory 27:5 investment 53:22 investments 33:6 invoices 101:21 101:24 involuntary 107:22 involve 136:15 involved 17:15 18:12 20:20,21 62:7 66:23 80:11 129:8 143:23	involvement 18:3 113:5 involves 19:24 113:25 121:4 ipad 82:8 119:19 iphone 119:19 ish 132:11 issue 42:12 43:3,9,11 49:20 59:19 64:13 72:21 120:20,22 149:1 issued 30:17 153:4 issues 59:15 86:18 item 147:8 items 8:10 96:5 96:7 j jackets 114:21 jackson 3:4 13:3 120:11 jacobsen 6:18 james 8:5,8,11 22:18 23:7,10 23:14 25:12 29:19 30:23 31:9 32:13,17 33:9,16,21 35:13 40:14,15 53:23 54:8,21 55:19,21,25	57:10 59:1 63:7,17 66:25 70:25 71:25 72:9,19,21 83:3 115:11,19 117:14 118:12 120:10,14,25 122:2,20,24 147:13 150:19 151:6 james's 33:21 january 31:23 32:23 115:9,9 132:15 jessica 6:11 7:10 13:4 69:4 85:19 96:23 106:1 jg 7:17,21 jill 14:15 joel 7:10 john 7:13,23 8:4,8 31:21 32:5,8,13,18 33:1,11,13,19 33:23 34:1 57:10 59:1 66:25 101:18 102:6,23 104:15,18,20 105:20 106:6 107:14 110:20 111:2 113:9,10 113:13 114:4,4 115:10 117:14	118:12 120:25 122:20,21 150:19 151:6 john's 33:9 104:18 113:5 joined 17:14 joint 7:5 jordan 6:17,21 34:3 38:13 66:1 67:3 116:23 143:8 143:14 journal 8:16 124:22 126:25 jr 29:19 july 11:15 17:14 20:10,11 22:1,8,16 24:9 24:12,21 27:23 jump 13:24 june 129:19 153:19 jw.com 3:7 k kat 152:10 katherine 1:25 2:4 153:18 kathleen 6:18 7:11 keep 42:2 92:4 93:15 101:25 107:21 kept 16:19 kidding 115:1
--	---	---	---

[kills - letter]

kills 65:15 kind 32:12,13 35:12 37:11 43:2 54:3 57:4 57:16,25 59:11 63:6,15 67:15 73:17 76:22 78:17 86:8 93:6 105:9 108:20 118:2 121:8 122:23 135:1 136:11 139:22 140:4,5 142:4 146:19 151:3 knew 126:17 know 16:10 18:11 23:23 24:11 25:16,16 27:22,25 28:9 32:8,17 35:6,8 36:17 37:1,2,5 40:20 41:16 43:17 44:1 45:16,21 50:13 56:5,8,13,24 57:1,12 58:25 59:3,5,13,22 60:18 61:18 63:3,6 64:22 65:13 66:14 67:25 68:11 69:23 70:13 71:1 72:20 76:12 78:6	79:2,6,18 80:25 82:23 83:5,10,11,15 84:17 87:21 88:3,4,5 89:11 89:23 93:6 98:8 102:19 103:7 104:20 108:3 110:6 113:1,5,21 114:3,19 117:25 118:2,4 122:16 125:1,3 125:22,24 126:2,2,13,20 126:22 128:4 128:13 129:5 129:12 132:22 132:23 133:4 135:9,9 136:12 137:2,4 138:1 141:4 142:2 143:15 144:24 145:19 151:16 152:6 knowledge 15:10 17:19 32:4 52:1 64:7 70:20 78:16 79:13 86:11 102:20 121:20 126:25 127:21 149:12 known 36:20 36:22	knows 113:3 kopf 4:4 kurth 3:22 I lack 86:20 lamanna 6:18 7:11 langley 3:10 14:8,10 22:10 25:4 88:13 94:25 101:8 106:9 123:7 124:14 131:16 laptop 49:12 large 72:9 largely 18:2 late 23:11,16 32:17,20 95:14 95:25 115:8 law 9:21 lawyer 108:2 lawyers 108:1 lcr 1:25 2:4 153:19 lead 63:15 64:14 learn 47:24 leave 97:22 113:18 ledger 73:21 126:10 135:5 lee 69:5 leeway 32:21 left 39:4 52:9 117:1 143:8	legacy 37:6 legacytexas 10:22 17:9,12 17:22 18:5,11 18:13 145:23 146:7 legal 37:6 69:6 69:6 85:11 86:20 87:4 89:14 92:1 103:10,12 105:25 108:5,7 110:2,7 113:7 123:22,25 124:3 127:17 127:23 128:1 128:21,24 129:13 151:9,9 151:12,16,24 legal's 124:8 legitimacy 121:17 122:6 lender 35:4 39:7 lending 33:16 34:4 38:3,10 38:12,19 66:24 116:22 leniency 36:23 lesser 24:15 letter 6:11,21 51:15,18,21,23 68:24 69:9,11 70:2 84:13,16 84:17,20 85:3
---	--	---	--

[letter - locate]

85:19 86:12	90:4,4 95:22	51:1,3 52:4,7,9	141:16,23,24
89:1 96:24	97:3 103:13	52:11,20,20,21	142:6,9,10,21
97:4,6 98:5	107:5 111:10	52:25,25 53:2	142:22 143:1,2
104:4,25 109:1	117:12 120:6	53:7,10,14,15	143:21 145:15
109:20 127:8	121:12 122:5,9	53:15 55:15	148:16
152:1	125:7,17	56:23 57:9,22	loaned 55:12
level 23:11 73:2	145:10 147:8	58:2,4,8,15,18	55:22
76:16 110:4	linked 117:3	60:20,21,21	loaning 63:8
113:17 128:6	little 11:17	61:5,12,14,19	loans 20:13,20
146:16,18	13:22 23:24	62:7,16,17	20:22,23,24
leverage 112:5	24:2 32:12,21	63:4,11 69:1	21:9,13,22,24
liabilities 73:15	32:21 36:23	70:1 71:18	22:5 25:21,22
74:19 75:3,9	43:1 56:18	72:5 73:14,15	28:7 30:21
83:10 136:13	64:8 71:3	74:5,8,12,19,22	32:24 34:22
liability 73:16	72:12,14 78:1	74:25 75:16	35:9,10 37:20
73:18 75:23	107:21 142:14	76:7,8,15,24	41:24 43:3,17
76:22 77:1	142:17	77:8,9,12,16,19	43:20 51:23
license 153:4	llc 20:17,18	77:20 79:15	62:25 70:2,17
licensed 153:3	llp 3:4,9,16	81:10 90:15	70:22 71:13
lien 18:15	loan 5:19,21	91:13 92:5,6	74:2,7 77:20
19:24 20:6	6:13,13 8:6	93:1,9 94:10	90:19 91:1,7
78:14	21:2,6,8,10,10	94:23 95:11,13	94:3,11,17
life 50:12	21:12,25 22:1	96:3,8 105:8	118:20 120:13
lifted 128:1	22:7,8,15,21,23	105:14 108:12	125:14 132:17
likely 40:12	22:25 24:7,11	108:14 109:17	133:12 136:8
64:12 92:22	24:12,16,21	109:22 111:17	137:21 139:13
93:19 99:3	25:11,17,18	112:6 113:24	139:25 140:5
limit 97:15	26:8,11 27:18	115:13,15,18	140:18 141:1
limitation 27:5	27:24 28:3,25	117:17 118:22	141:13,20
limited 18:6	29:23 30:16	118:23 119:23	143:23 145:11
30:2 50:14	32:1,1,1,5,6	126:23 132:25	145:12,17,17
128:13	33:5 35:11	136:9,25	146:10 147:12
lindsey 14:15	39:1 41:1,2,3,6	137:13 139:15	147:23 149:14
line 35:2 69:8	41:12,14,25	139:23 140:2,7	locate 99:3
73:8 84:20	42:9 49:14,18	140:10,14,14	

[located - mean]

located 73:13	70:9 97:7 99:9	151:13	88:14 96:17
location 1:14	127:22 150:18	main 80:6	101:9 106:11
lock 107:20	looking 28:11	maintain 97:13	106:24 110:11
logic 136:12	40:11 45:5	majority 3:21	114:11 117:5
logical 61:16	48:21 49:8	33:16 54:8	120:2 123:8
logistics 3:8 7:5	52:19 60:23	134:23	124:15 129:21
8:18	81:18,20 82:3	make 13:25	martorello 4:12
long 10:20	88:6 95:25	41:9 42:1 52:5	9:11
11:13 77:11	146:10 151:1	87:23 91:6	match 44:20
103:3 113:9	looks 26:7 29:9	92:13 113:18	matter 9:8,24
135:23	31:5 32:25	128:12 131:9	23:3 50:14
longer 57:8	40:2,14 48:18	132:10 143:4	67:7 72:24
76:14 77:25	51:15 52:10	148:16	89:15 112:24
78:20 111:13	73:7 88:20	makes 61:20	129:11 143:18
look 29:6 36:6	107:10 125:7	107:9 127:7	144:1
37:18 39:11,15	141:10 143:2	making 9:22	matters 10:9
44:9,10 45:25	lost 114:21	100:21	28:2,6
46:10,17 47:1	lot 33:17 37:12	management	mattson 7:10
49:12,22,25	42:1 60:1	50:9 147:15	matured 61:19
50:25 51:20	66:16 113:11	managing	61:19,20
54:22 57:22	lower 81:8,9	21:16	maximum
58:2,15,16,18	lp 30:2,6	march 117:13	22:23
60:20 64:10,12	lunch 83:19	118:8 141:14	mbe 30:2,5
65:18 66:3	90:23	mark 22:9	31:10 32:9
68:21 77:14	m	marked 10:2	33:2 57:11
88:19 90:3	m 3:10,16,22	11:21 14:5	mccollum 13:6
95:3,7 101:17	5:1	15:16 22:11	13:17 50:11
106:17 107:25	made 20:13	23:21 24:24	143:22 147:4
123:1,21	24:12 44:21	26:3,17 28:20	mckinney 3:5
124:24 130:3	54:2,20 90:19	29:13 31:15	mean 20:5 23:3
141:7	91:10 95:18	34:8 39:19	28:8 31:4
looked 16:2	96:3 97:2 98:4	44:5 51:10	32:11,25 39:5
35:19 44:15	109:4 111:13	60:9 64:17	41:6 42:13
53:2 57:21	121:14 147:11	65:10 68:25	43:21 45:15
58:18 68:15,25	147:25 150:20	74:7 84:9	49:1 50:13

[mean - morning]

56:17 60:25	meant 13:12	90:14 91:13	103:5,8,15,19
63:20 64:7	103:21	94:2,9 115:15	104:19,20,21
67:1,11 68:19	mechanics	124:7 146:12	104:24 105:6
71:2 72:7	135:1	mind 56:22	105:14 109:2
73:14,14 74:14	meet 23:1,3	59:15,21	111:3 112:2,4
75:7 77:11,13	40:17	114:12	112:20 117:21
77:14,22,24	members	minds 44:1	118:15 121:10
78:25 79:14,19	116:21 143:21	59:7 78:7	152:2
81:9 82:18	membership	minimum	monitor 59:9
87:1,2 89:9	31:10	40:13 65:4	montgomery
90:21 91:9	memorize	102:1 146:14	5:3 8:8,11 9:8
94:12 95:10	147:8	minute 48:3	9:15,20 10:15
98:6,14 99:16	memphis 3:12	131:12,21,21	10:16,21 11:9
103:17 108:21	mentioned	minutes 52:7	13:21 16:17
112:7,23 113:3	53:19 67:23	106:16 131:19	25:10 26:5
113:9,22 116:1	116:21 140:24	133:25 134:2,5	48:11 49:7
119:21 124:3	mere 93:11	134:10,13	50:24 52:17
125:1,20 126:7	merger 10:22	mischaracteri...	57:23 62:22
126:12,15,17	37:7	71:22	68:8 81:19
126:18 128:6	met 23:14	misrepresent...	84:7 87:23
129:7,11 130:5	michael 6:18	104:11 116:10	89:8 103:25
134:2 137:3	144:4	misrepresenti...	105:5,23
141:15,16	michele 6:12,17	118:11	110:17 111:12
143:14,25	6:21 7:9 65:19	missing 33:14	112:11 115:8
145:14 146:13	84:13,23 85:20	misstatement	116:2 117:13
146:13 147:3,6	96:22	118:20	118:21 123:11
148:1 149:17	middle 101:18	moment 86:7	127:12 129:4
151:3	million 20:25	89:13	132:3 134:21
meaningful	21:2 22:6,24	monday 102:4	144:19
35:20,21	24:6 26:10	money 41:25	month 115:10
meaningfully	27:19 30:21	55:12 69:24	months 31:25
81:9 114:8	55:10,23 72:5	73:4 74:23	104:3 109:1,3
means 20:1	73:22,22 74:24	75:24 76:5,18	115:21
99:3 126:3,14	75:14 81:7	93:17 100:2,10	morning 9:20
	82:12,13 84:24	102:7,11,12	9:23 57:21

[morning - notices]

102:4 133:21 mortgage 76:6 mortgagee 76:5 motion 7:7 117:15 120:17 121:6 136:3 motions 132:8 move 34:7 53:19 62:22 130:25 moved 59:8 94:14 107:19 110:22 moving 35:14 136:7 137:20 137:22 138:8 149:13 multiple 107:9 118:17 129:8 munsch 4:4 munsch.com 4:7 mutually 75:10 mvl 1:5	narrow 38:19 73:25 112:18 national 3:20 7:8 18:16 97:17,17 nature 33:2 35:25 51:6,22 63:17 127:18 need 11:5 16:13 19:15 28:1,5 28:17 75:21 78:8 83:8 101:21,24 102:1 104:19 104:19 109:23 114:15,17 135:21 145:11 145:13 152:10 needed 33:20 130:7 needs 107:23 152:7 negative 64:13 negotiate 104:16 114:7 117:24 negotiated 25:21 37:24 38:3,8 negotiating 108:11 118:24 negotiations 150:6 neither 93:23 153:10	net 81:3 networks 1:5 7:12 9:9 18:4 18:10,13 20:16 20:17 22:17,17 23:1,2 24:19 24:19 25:12,12 34:18,21 35:15 38:7,9 40:17 42:22 45:9,11 51:2 54:22 55:8,13,19,23 56:3,6 89:15 91:23 94:4 98:3 99:14,14 100:6,21,23 102:25 109:21 110:22 111:3 112:16,24 120:13 132:17 132:24 133:11 133:15 138:14 138:23 139:4,9 141:8 144:10 146:22 147:1 147:15,20,20 never 23:14 43:11 76:12 92:7 116:13 new 35:15 54:7 54:16 72:8 107:1 139:23 newly 44:21 noah 3:16	noah.m.schot... 3:19 nonlegal 13:12 noon 83:18 normal 64:12 77:22 normally 40:22 63:5 north 3:17 4:5 northern 1:1 notated 45:13 note 5:20,22 24:5,13,13 26:7,9 27:14 33:7 76:23 102:15,20,21 noted 127:23 noteholder 3:21 notes 42:19 125:10 notice 5:12 6:15 8:13 9:25 10:1 50:18 68:15,20 102:13 120:7 120:12 123:2 135:10,24 136:2 141:1,5 141:8,9,12 149:1 noticed 68:6 71:17 notices 85:25
n			
n 3:1 4:1 5:1,1 5:1,10 6:1 7:1 8:1 name 9:11,20 10:14 35:16 45:8 65:22 89:12 127:10 134:21 153:15 named 38:13 38:14 144:3			

[november - okay]

november 10:23 37:7 number 15:14 15:21 16:1 17:9 29:23 30:17 31:2,3,5 35:3 41:1,2,6 41:13,21 44:13 45:6 46:17 47:5 48:15 51:6 52:4,9,22 52:22,25 58:4 69:1 73:9 82:8 85:23 97:12 129:19 number's 81:8 numbered 14:20 19:18 numbers 14:22 51:1,3,4 52:7 70:1 126:23,24	142:12 obligated 32:5 114:6 obligation 27:9 27:10,13 33:4 33:10 obligor 24:18 54:5 79:14 obligors 30:14 35:18 obvious 50:20 obviously 32:13 33:15 67:21 99:20 118:25 121:6 occur 76:4 occurred 59:6 59:11 61:18 63:16 137:23 occurring 60:3 october 35:8 37:25 40:2 42:21 44:10 48:24,25 50:2 54:1 60:25 62:23 63:16,19 63:25 101:19 107:13 108:15 110:19 115:21 odd 71:3 offered 37:17 54:14 98:16 officer 18:1 21:10,12 140:14 141:23	142:7 143:3 officers 142:9 142:21 official 57:25 89:24 103:22 offset 19:23 oh 14:9 19:7 131:17 okay 10:6,13 10:16,20 11:3 11:8,13,25 12:1,4,7,10,13 12:16,25 13:7 13:15,20 14:13 14:14,18,22 15:3,10,13 16:11,14,23 17:1,5,12,15,19 17:22 18:3,8 18:12,15,19 19:3,7,20,21 20:5,10,13,20 20:23 21:3,7 21:12,15,18 22:4,7,14,15,21 22:25 23:6,9 24:4,5,9,11,20 25:3,9,10,16,25 26:14,21,22,25 27:3,9,13,17,22 28:4,23 29:2 29:11,17,18,25 30:5,9,15,19,25 31:7,7,13,18,19 31:23,25 32:4	32:8,23 33:22 34:1,6,13,14,17 34:20,25 35:6 36:11,25 37:24 38:5,21 39:5 39:23 40:1,7 40:19 41:16 42:16 43:14,24 44:4,9,11,17,20 45:11,14,21,25 46:7,13,15,16 46:17,18,19,25 47:4,8,13,16,22 48:1,6,14,20 49:7,16,22 50:7 51:8,15 51:17,19,24 52:1 53:5,24 55:1,7,18 56:2 57:1,13,22 58:14,24 60:10 60:13,20,23 61:2,4,13,24 62:21 63:23 64:5,22,24 65:1,4,8,16 66:10,15,18 67:9,9,13 68:18,23 69:4 69:8,13,15,23 70:4,9,14,19 72:14,18 73:3 73:5,12 74:5,7 74:10,17,22 75:5,13 77:3
o			
o 5:1 144:4 object 135:8,9 136:1 137:10 139:2 144:12 147:17,24 149:4 150:14 151:14,18 objection 7:5 19:10 32:10 66:21 87:24 104:12 127:16 128:3 130:19 133:16 137:17			

[okay - ownership]

77:18 79:10	117:20 118:11	105:24 109:8	organized
80:15,21 81:25	118:19 119:10	110:3 123:25	13:24
82:4,13,21	119:15 120:4,6	123:25 138:25	organizing
83:4,13,17,22	120:9 121:12	ones 18:2	147:13
84:10,13,16,19	121:19 122:5	ongoing 58:12	original 58:13
84:23 85:8,13	122:15 123:4	79:5	94:22 97:12
85:17,19,22	123:17,18,25	operate 131:5	originally 39:2
86:4,22 87:5	124:5,13,21	operating	45:3 54:11
87:16 88:19,23	125:6,12	49:19 80:6	origination
89:1,4,6,7,17	126:13,21	83:3 101:25	139:24
89:21,25 90:3	127:3,11,20,24	operational	outcome
90:8,13,17	128:1,16,23	18:1 36:12	153:12
91:5,11,20	130:2,3,4,8,14	operations 58:8	outside 16:1
92:3,8,16 93:2	130:23 131:8	62:7 128:7,14	85:4 128:18,25
94:2,6,9 95:5,6	131:11,13,17	opinion 42:13	129:9 138:10
95:7,9,10 96:1	131:23 132:3	43:18 55:15	outstanding
96:9,13,15,22	132:14,21	63:10 68:5,7	30:21 38:25
97:3,5,6,9,9,21	133:1,6,14,20	71:16 78:16	overall 147:6
97:25 98:7,19	134:6 135:14	80:10 91:19	overly 73:24
99:9,13,24	137:16,25	97:23 110:3	142:19
100:8 101:13	138:7 139:12	114:4 117:3	overview
101:17 102:5	139:18 140:9	opposed 41:5	115:17
102:10,17	140:13 141:12	81:17	owe 75:24 81:6
103:9,13,19,24	141:19 143:4	opposite	owed 76:2
105:19 106:10	143:13,19	109:15	81:12 82:8
106:15,19,20	144:2,18 145:1	optimistic	owes 82:12
107:2,24 108:4	145:5,16,22	142:19	own 76:4 91:10
108:10,25	146:9,19	option 102:16	119:16
109:12,15,19	149:13,18,21	order 101:25	owned 30:11
109:25 110:2,6	150:11 151:7	120:17 126:6	30:13 33:6
110:9,17 111:2	151:20 152:5	145:13 146:19	owner 56:25
111:6 112:1,9	152:10,14	orders 152:11	89:25 127:5
112:19 115:4,7	once 56:18 59:7	organization	ownership 54:8
116:12 117:4	59:7 67:25	129:12 151:23	59:10 93:23,24
117:10,11,12	90:24 93:10		

[owns - phone]

owns 33:1	66:3 88:19	passed 72:7	performed
p	pardon 15:24	past 89:1	140:22
p 3:1,1 4:1,1 5:13,13	parham 7:14 7:17,20 105:20	path 93:25	performing
p.c. 4:4	part 33:10 72:9 77:25 113:21	pay 70:16 75:24 76:6	35:10 63:2
p.m. 2:3 9:2 84:5 131:24	114:1 125:5 150:11	94:3 96:7 103:5	140:18,21
132:1 134:14	particular	paydown 92:5	period 33:24
134:17 152:14	19:14 32:25	92:7 93:1	143:24
152:16	37:10 39:16	94:21 149:13	periods 33:14
page 5:5,11 6:3	40:17 61:23	149:14	permission
7:3 8:3 12:1,3	76:7 94:1	paying 78:24	91:8,14
16:5 19:15	144:1 148:21	137:21	persistence
22:23,23 27:11	particularly	payment 95:14	104:19
29:6 51:21	56:20 63:4	95:15,15	person 21:8
65:18 84:19	87:19	103:16 133:10	62:6 126:19
88:19 89:5	parties 20:15	137:3,6	129:12
101:18 108:10	24:18 30:12,13	payments	personal 23:11
110:21 123:17	39:1 50:15	71:15 81:9	68:5,7 71:15
132:11	51:25 54:6	132:7,12,15	78:12 87:18
pages 101:14	92:9 93:24	133:2,15	110:3 120:21
101:17 121:23	112:3 129:8	payoff 72:5	120:23 143:8
paid 70:22	135:17	77:9,19 95:13	personally
73:14 74:8,9	partnership	136:25 137:3,6	55:22 112:11
74:22 76:14	30:1,2	pearl 3:17	personnel
77:11,20 91:13	party 18:16	pending 85:24	128:7 146:25
93:9 101:21,25	19:1,6 20:7	97:14	persons 38:20
105:14 107:22	21:5 40:15	penny 44:22	perspective
132:16,21,22	46:9 66:20	people 13:15	54:13 151:21
paint 142:21	98:2 121:6	71:3 72:10	petition 105:23
panicked 72:12	131:6 136:3	100:20 128:12	petitioning
72:14	138:1 153:11	128:16 143:7	121:10
paper 27:6	pass 133:22	percent 108:21	pguffy 3:25
paragraph		performance	philip 3:22
19:15,16,18		33:7	134:22
			phone 149:19

[pick - priority]

pick 149:19	pledged 37:13	109:15 111:7	preserve 92:21
picture 30:16	44:21 102:7	111:17 112:5	president 10:18
74:2 91:3	103:15,20	119:18 149:22	presumably
142:21	146:9 148:5	possible 14:1	61:8 106:7
piece 54:16,16	pledges 30:1	post 105:23	128:6
97:5	plus 75:3	posted 61:7	presuming
piper 3:16	point 29:4	potentially	57:18
place 63:22	43:21,23 56:18	33:20 126:6	pretty 49:13,20
64:4,11 67:22	57:4 76:9,10	practice 59:9	50:17,20 73:24
91:1 124:1	84:24 92:22	66:11	112:17 125:25
136:8 153:7	99:4 113:12	precedent 96:7	129:12
placed 78:19	117:25 118:25	precision 89:24	prevent 142:10
108:13 123:14	121:5 122:18	precluded	previous 44:14
planning	123:21 135:5	54:11	56:10 110:19
117:15	137:25 139:8	preliminary	119:12 127:22
pleading 87:11	141:3,12,19	66:10	previously
133:3	143:11,15	preparation	91:13 107:5
pleadings	144:16 150:4	12:17,25 53:16	136:2
118:1 132:13	pointed 85:3	58:14,22 69:11	primarily 13:5
please 16:6	policies 46:21	143:6,11,17,18	18:21 34:3
21:23 26:2,16	policy 108:1,6	143:20 144:15	primary 21:8
32:23 46:17	110:5	146:23	33:20 36:16
49:25 53:24	pollyanna	prepare 47:10	53:22 56:22
60:5 70:12	142:14	50:7,17	principal 95:15
71:20 81:15	poplar 3:11	prepared 12:10	printout 82:2
89:2 95:3 96:6	populate 26:20	12:14 47:4,17	prior 11:15
101:20,23	34:12 51:14	preparing	26:8 27:21
104:1 107:16	129:24	46:10	40:12 45:4
110:23 114:15	populated 25:6	prepped	63:6 78:24
120:12 121:12	29:16 62:5	133:25	91:2 99:20
139:20 142:18	portion 95:21	presence 36:19	115:1 116:25
pledge 6:4,6	position 10:17	64:8 145:20	122:12,21
29:18,25 31:8	17:23 20:6	present 4:9	125:21 144:15
31:19 32:9	71:5 76:4 92:9	presented	priority 93:14
147:11	103:22 105:16	67:25 81:23	

[probably - put]

probably 23:11 32:20 38:12 39:11 49:18 50:13 63:25 77:16 95:19 103:18 104:17 104:18 113:17 117:3 118:20 119:19 121:21 125:2 126:8 138:9 139:13 142:1 149:17 problem 139:13 140:2,7 procedure 8:14 procedures 46:22 123:12 123:15 proceeding 79:5 99:2 proceedings 153:6 process 57:14 100:19 138:2 processing 125:5,23 126:9 126:10 produce 86:14 87:10 92:23 produced 48:14 123:13 professional 107:22 promise 113:20	promised 34:6 promissory 5:20,22 24:5 24:13,13 26:7 26:9 pronunciation 65:21 proof 8:16 124:21 proposed 24:6 prosperity 1:13 2:2 3:3 5:3,13 5:16 6:8,10,21 7:4,8,19,22,25 8:12,14,16,17 9:7 10:7 14:23 14:24 16:19 20:11,14 22:9 22:16 23:20 24:23 25:11 26:15 29:12,19 31:13,20 36:20 37:6 38:1,8 42:23 48:15,17 50:25 51:9 56:3,6,14 64:15 65:5,9 66:2,5,11 68:3 68:25 81:7 82:13 84:14,23 85:8 86:5 87:14 88:11 89:4 91:25 92:17 93:3 95:5 97:21	98:22,23 99:10 99:15 100:1,10 102:2 103:20 105:7 107:7,17 108:13 109:2 110:22 112:20 114:10 115:12 117:4 119:16 120:6,13 121:17 123:6 123:11 127:4,5 127:10,10 128:12,17 129:10 130:9 130:12,18 132:7,16 133:11,14 136:18 137:23 138:10,20 139:8 140:4 141:9,22 144:10 145:23 146:2 147:22 148:12,14,20 149:2,7 150:2 150:12 prosperity's 93:12 110:24 118:9 132:9 135:15 provide 66:19 107:16 110:23 provided 100:3 101:15	publish 9:24 23:24 24:23 26:1,15 31:13 39:18 43:7 44:4 51:9 60:7 96:15 101:6 106:4 110:10 119:24 129:17 published 9:25 14:12 25:4 84:7 106:20 pull 73:6 82:7 94:23 102:14 122:25 pulled 79:16 130:2 pulling 26:6 39:22 88:17 117:9 purpose 87:13 91:15 purposes 46:21 pursuant 5:13 19:4 31:1,3 put 86:5,19 91:2,22 92:9 97:21 98:5 99:10,15,15 100:1,10,24 101:1 105:17 109:2,8 116:24 123:2,25 124:1 124:13 131:7
---	---	---	--

[q1 - reducing]

q	135:19,20,23 136:1 144:6,25 144:25 145:2 146:20 148:5 152:5	readvance 91:9 91:12,12 94:21 readvanced 90:20 108:12 ready 39:24 60:18,19 152:7 real 61:22 80:9 81:16 realistic 121:5 realistically 56:16 really 75:4 76:10 78:23 113:14,15 122:20 133:5 138:24 148:25	recently 79:3 recognize 77:3 recognized 77:6,12 recollection 51:3 102:23 reconcile 105:4 record 9:5 15:20 36:16 38:18 39:14 48:7,8,9 49:22 58:1 73:20 84:3,4,5 89:24 131:24,25 132:1 134:8,10 134:11,12,15 134:16,18 135:25 144:13 148:21 152:11 152:13,15 recorded 9:6 records 5:16 14:4,19 16:19 37:23 68:21 72:12,20 recross 135:21 redirect 135:21 144:22 145:7 reduce 73:17 73:18 76:8,23 77:1 reduced 39:2 reduces 74:13 reducing 76:6 137:7
q1 113:23 qualify 123:19 quality 91:3 quarter 35:12 63:7,7 121:22 141:4 question 11:5 16:17 17:1 27:12 36:25 41:24 42:18 49:8,9 55:3,18 56:2,8 61:11 62:3 66:10,13 67:12 70:21 73:24 74:18 76:11 77:1 79:17 81:16 83:7 85:5,13 85:14 87:24 88:1 89:17 93:16 96:2 98:9 100:8,13 100:18,24 102:17 103:24 105:9,19 109:8 112:17 126:1 130:13,20 133:7,10 134:11 139:20 questioning 80:13 questions 47:23 62:20 132:5 134:24,25	quick 48:3 49:13 131:11 quickly 67:17 quite 58:18 122:22 133:25 quo 97:14 quotations 102:14 quote 42:10 89:11 91:1 102:21	reason 37:9 41:3 48:16,20 48:22 149:2,7 150:11 reasonable 108:23 133:9 reasonably 98:10,23 109:9 reasons 37:21 recall 144:2,7 recalls 144:14 receivable 24:18 29:10 42:9 81:2 receive 55:9,20 receiving 149:10 recent 65:14 79:16	
	r		
	r 3:1,10 4:1 5:13,13 radio 33:14 ran 126:6 random 72:5 rasche 4:11 13:4 rather 86:18 112:4 rattling 110:4 reached 102:10 reacted 68:1 read 69:8,8,9 116:2 121:23 reading 39:6 46:4 105:5 125:19		

[reduction - repurchase]

reduction 75:8 75:9 76:3,3 refer 29:8 referee 86:21 91:24 reference 90:9 90:12 102:19 147:25 referenced 24:15 28:16 42:18 50:10 57:4 64:8 67:21 70:1 113:10 122:22 124:23 147:4 references 52:24 65:1 85:4 referencing 125:3 referred 63:9 refers 85:5 reflect 142:23 reflected 36:14 39:3 refresh 51:2 65:15 regarding 13:8 47:14 69:17 120:12 141:8 148:14 regardless 151:5 regular 16:20 128:9	regulator 11:16 rejected 146:18 related 46:20 71:23 89:14 120:23 126:22 153:11 relates 14:19 120:20 relation 99:17 relationship 32:12 33:7 63:18 72:3,8 113:9 116:18 121:17 142:3 147:2,6 relatively 54:17 86:13 release 42:7,23 43:4,10 57:7 57:10 58:21 59:16 78:3,8 86:17 112:20 117:16 118:21 120:18 released 56:24 57:1,15 58:6 59:2,8,13 77:21 78:4,7 102:1,11 105:7 115:16,24 148:7 releases 58:17 releasing 54:15 relevant 87:19 87:22 109:14	relying 57:8 remain 85:24 remained 43:3 remaining 35:23 remains 105:16 remember 17:25 148:8 remitted 43:19 80:20 108:22 remotely 2:5 9:10 removed 37:10 renewal 61:6,9 61:17 62:7 reopen 122:8 repaid 80:14,20 repayment 102:6 103:14 103:17 105:8 repeat 11:6 97:2 rephrase 56:2 130:17 139:7 149:5 replaced 78:8 replacement 42:11 replacing 44:3 replicated 136:23 reply 7:4 88:12 132:9 report 62:16	reported 1:25 73:22 reporter 9:14 38:18 52:13 104:6 152:6,13 153:3 reporter's 153:1 reporting 2:5 125:2 represent 9:22 50:24 111:23 114:1 123:10 134:22 representation 93:12 representations 121:15 122:1,3 representative 1:13 2:2 5:3 9:7 40:15 68:9 88:5 112:12 119:15 representatives 86:16 represented 55:11 75:22 113:6 representing 9:12 13:2 republished 106:21 repurchase 102:15,20,21
--	---	--	---

[request - rights]

request 63:11 72:19 79:18 85:7 100:10 110:21 111:13 129:17,18 130:3 requested 70:21 71:25 107:18 121:13 121:22 153:14 requesting 100:6 requests 8:19 69:18 100:7 requirement 40:18 requires 75:8 77:25 research 37:10 92:19 149:1 researched 43:11 researching 45:23 reserve 136:3 reserves 144:25 reset 131:18 resolution 80:3 85:25 97:14 resolve 49:20 119:22 resolved 120:15 respect 15:5 38:15 61:17	80:12 86:2 148:9 150:23 respond 120:16 responded 151:9 responding 112:20 responds 102:5 107:24 111:6 120:14 response 7:5 51:16 71:18 96:23 106:5 110:24 123:13 127:9 responses 8:17 responsible 21:8 restarts 16:3 restrictions 123:13 restructure 102:6,10 103:14,16 104:17 105:8 111:8 112:6 113:4,19 114:2 114:7 140:22 restructured 105:15 111:18 115:16,25 restructuring 140:25 result 92:24	resulting 19:24 return 84:25 85:8,14 returned 98:4 98:13 103:8 109:24 revenue 77:3 77:10 reversal 90:18 94:19 reverse 92:5,25 93:15,16 94:20 reversed 71:8 73:2 90:25 92:5 93:25 reversing 85:10 90:15,21 91:15 93:11 96:5,6 review 17:16 18:6 19:15 21:6 53:14 114:3 143:20 143:21,23 146:23,25 153:13 reviewed 53:7 79:19 84:16 148:20 reviewing 144:2 revise 47:19 revisit 47:22 53:18 122:8 revolver 35:11 41:5 115:15	revolving 20:25 41:7,19 95:22 145:10 right 19:23 22:2 28:11,12 28:24 37:19 42:8 47:25 51:18 52:5 56:19,25 57:14 59:25 60:7 64:15 67:15 71:9 75:23 76:5,24 81:5 84:2 92:24 93:8 95:21,23 100:9 103:4 107:12 114:9 116:5 119:24 120:1 121:24 123:5 124:13 127:14 128:10 129:9 130:23 131:16 133:20 136:20,24 139:23 141:4 143:1 145:14 148:15 149:24 151:10 rightful 92:15 93:9 rightfully 98:9 rights 27:6 35:25 45:19,21 67:18 80:2 97:16
---	---	--	--

[risk - see]

risk 18:1 risky 63:14 robert 10:15 role 17:24 18:7 18:20 21:3 82:15 142:1 147:5 roles 140:4 rosier 142:21 ross 6:12,17,21 7:9 65:19 66:23,23 84:13 84:23 85:20 96:22 97:10 ross's 99:9 roughly 30:21 rpr 1:25 2:5 153:19 rukavina 4:4 144:23 rule 10:6 running 126:17	saying 26:11 28:5 41:3 43:16 49:10 52:6 53:25 75:19 79:22 81:6 82:23 90:18 92:6 93:15 94:15 98:3 99:24,25 100:15 104:3,7 104:19 105:6 108:4 111:15 112:10,10 115:24 116:4 122:15 134:3 138:4 145:12 151:9 says 27:14 40:3 40:25 44:12 45:12 46:5,19 50:2 51:1 66:3 66:9 69:17 70:24 81:2 85:22 87:12 90:4,10,10,21 94:16 95:7 96:4 97:3,3,19 103:19 108:17 108:18 109:25 110:25 111:16 112:7 113:7 117:18 118:21 120:12 122:5 124:21 130:5	scenes 125:2 126:8,12 schaffer 6:12 7:10 schedule 29:8 schottenstein 3:16 133:23,24 134:4 scope 18:1 135:13,19,23 147:7 scott 4:3,10 screen 82:6 screenshot 89:18,22 127:25 seamlessly 14:1 search 78:10 149:2,7 second 10:10 15:24 16:6,15 19:21 24:1 25:5,17 28:10 28:15 40:21 41:23 43:8 44:25 46:25 51:20 59:19 60:5,6 63:7 65:8 66:3 68:23 71:20 81:15 82:6 85:6 88:13 101:13 105:3 106:25 110:9 119:20,25	121:12 123:4 127:2 129:2,3 129:16 130:23 section 19:17 24:15 27:11 33:2 46:6 secure 57:8 secured 18:16 19:1 20:7 24:12,14,21 30:12,13 35:14 57:19 63:3,13 72:10 73:8 78:19 80:20 85:23,24 109:13 145:13 148:17 secures 108:14 109:16 security 5:23 5:24 6:4,6 26:22,25 27:3 27:10,13,17,20 27:22 28:1,5,7 28:12,16,24 29:3,7,18,25 31:2,3,4,9,19 36:1 46:20 54:12 57:18,20 71:4 109:21 145:9,11 see 10:4 11:24 11:25 12:4 14:7 15:19 16:4 17:5 26:5
s			
s 3:1 4:1 saber 110:4 sale 54:4 salvo 122:24 sam 21:5 sat 50:11 satisfied 74:7 satisfy 99:19 117:16 118:20 118:22 saturday 107:13			

[see - sir]

26:19,21 34:10 34:13 37:18 39:3,21 44:7 44:12,17 46:1 48:19 49:5 51:6 53:5,10 57:23 58:5 61:2,3,3,4,7,10 62:10 64:11,20 85:2,7 89:15 90:12 101:13 102:8 107:5,8 114:23 116:1 117:6,8 120:4 120:12 122:23 122:24 123:1 125:10 129:13 133:3 136:22 144:24 seeing 144:7,15 148:8 seeking 86:16 seem 44:19 113:13 seems 50:20 seen 10:5 14:13 15:22 32:5 47:7 64:23 69:11 79:2 80:8,15,21 84:17 113:14 125:21 sees 76:12 segregated 78:19 85:11	87:12 94:1 104:24 segregating 87:13,20 seidel 4:3,10 sel 126:2 selection 125:17 selections 126:23 sell 80:7 send 86:18 91:23,24 111:14,15 141:12 sending 105:25 141:1 senior 10:18 93:13 128:7,13 128:14 129:12 sense 42:1 sent 76:4 96:24 104:25 111:3 119:18 141:3 141:10,13 144:3,7,8 sentence 19:21 51:20 85:6 separate 20:24 59:15 63:12 145:13 separately 86:15 september 1:15 2:4 9:1,5 30:20	63:25 153:16 seq 126:5 sequence 126:5 sequencing 126:23 serve 97:15 140:4 services 20:17 20:17 set 27:10 65:13 121:16 153:7 settlement 7:7 98:17 118:17 132:8,13 150:6 several 136:12 143:7 share 84:8 145:21 sheet 73:16 76:21,25 79:2 79:11,20 80:22 83:14 94:24 sheets 80:9,15 short 103:3 131:21 132:4 shorten 17:7 shorthand 153:7 show 69:1 79:4 79:6,18 showed 141:6 side 42:9 44:18 75:2 111:8 125:18 136:14 141:17 142:24	142:25 signature 84:21 153:18 signed 54:20 55:3 signer 146:15 signers 128:5 128:10 significance 38:21 significant 55:12 signifies 142:2 silent 33:14 similar 17:24 45:17 52:6 109:13 125:17 similarly 74:13 simple 96:2 simply 58:22 69:1 99:7 simultaneous 52:12 107:10 simultaneously 25:21 single 47:18,18 113:25 147:8,9 sir 10:5,12 11:2 11:25 12:3,6,9 12:12,15 13:9 13:13,19,19 14:13,16,21 15:2,9,12,19,23 16:25 17:4,11 17:14,18,21
--	---	---	--

[sir - specific]

18:14,18 19:6	82:22 83:16	142:22	sort 65:15 72:8
20:2,12,19,22	84:15,22 85:7	six 110:18	87:2 92:20
20:25 22:3,20	85:10,21 86:3	123:18,19	sound 22:2
23:8,25 24:8	87:15 89:3,20	slightly 21:1,20	131:9
24:10,22 25:15	90:7,12 94:5	22:6 71:14	sounds 22:3
25:24 26:6,6	95:4 96:5,12	slow 25:8	111:12 112:1
26:13,24 27:2	97:8,20 102:9	snap 30:15	152:9
27:8,16,20	107:9 110:1	snapshot 30:15	source 41:17,21
29:1,16,21,24	111:1,5,20	snow 3:9 9:21	90:13 94:16,18
30:4,7,18,24	117:19 118:10	software 125:4	sourced 45:3
31:4,12,22,24	118:13 120:5,8	sold 35:18,23	49:3
32:3,7,19	123:24 124:10	solutions 3:15	southwest
33:25 34:11,16	124:20 125:11	7:6 8:19	11:12
34:19 35:5	125:15 126:15	someone's	spanning 50:13
36:10 39:22,25	128:18,22	108:7	speak 12:21,25
40:6 44:8,16	129:24 130:7	someplace	25:19 40:10
44:19 45:7,10	132:10,19	92:14	53:9 61:10
45:13,23 46:5	133:13 135:7	somewhat	67:6,21 102:3
46:12,14,24	137:2,9,15,24	93:25	139:3,4 152:8
47:12,15 48:13	138:3,6,16,19	soon 41:20	speaking 20:16
48:18 49:2,24	138:22 139:17	sorry 9:25	52:12 62:24
50:1,6 51:13	140:8,12,16,19	13:10,11,12	63:2 105:22
53:17 54:3,25	141:15,21	18:23 19:9	151:22
55:6 57:4 59:7	143:12	23:13 40:9	special 10:18
59:24 60:22	sit 43:16 58:24	42:20 47:8	82:15,18,20,21
61:1 62:15,19	62:10 82:24	55:2 75:6,7	119:2 139:12
63:21 64:3,18	83:4 103:23,23	84:24 85:3,6	139:25 140:10
64:21,23 65:3	site 101:16	88:25 90:10	141:25 142:11
65:7 66:9	sitting 56:13	91:3 97:1	specific 14:19
68:17 69:3,11	59:4 68:3 72:4	99:14 110:14	14:22 19:9
69:22 70:18	91:11 100:8	111:21 116:17	21:23 23:4
71:2 72:2,17	situation 20:3	130:5 133:25	42:6 43:25
73:11 74:4,6	43:5 63:5 76:7	134:5 138:4	50:19 74:17
74:21 75:1,16	113:23 119:22	139:7 145:6	76:17 78:17
76:20 82:14,17	121:7 142:15	150:18	90:17 93:22

[specific - supposedly]

119:3 specifically 20:16 29:9 36:11 38:6 39:6 52:8 55:3 75:13 81:14 84:20 118:7 130:3 speculating 52:17 speculation 30:12 137:10 137:18 speed 67:17 121:3 122:19 spell 140:19 spent 79:25 90:23 spirit 50:23 spoke 12:19 13:8,15,16 78:1 107:18 143:6,25 spoken 108:20 staff 58:9 stamp 106:22 stamped 7:22 15:25 stamps 110:15 standard 54:17 73:17 77:8 start 12:18 63:23 68:20 73:3 101:22 116:5 134:1	started 72:11 105:24 110:4 starting 14:23 starts 120:10 state 10:14 11:12 153:4 stated 15:20 148:13 150:20 statement 6:8 6:10,13 40:1 44:14 48:17 49:5 53:2,10 53:15 60:21 61:2,25 62:11 62:11 76:19 79:16 83:6,13 89:7 94:16,24 108:16,19 119:11 127:21 148:9 statements 48:22 49:9,17 80:9 119:12 150:20 151:2 151:13 152:1 states 1:1 69:18 stating 144:8 status 97:14 107:17 statutory 19:23 stay 13:23 150:8 152:2 steps 137:22 142:10	stop 10:24 stops 16:2 story 103:3 strained 33:7 strategy 83:2 street 3:17,23 4:5 strike 35:7 48:20 56:9 70:21 91:6 stuck 87:21 stuff 45:19 72:12 87:2 styled 87:8 89:12 subject 6:19 7:11,14,18,22 7:24 8:6,9,12 24:16 36:8,13 36:21 37:3,19 41:9 45:20 85:22 87:3,14 97:12 98:12 99:15 102:13 107:5 115:12 120:6 129:6 132:12 148:17 subordinate 20:9 116:20 subordinates 19:22 subordination 19:18 subscribed 153:15	subsection 20:8 subsequent 98:25 subsequently 58:6 substance 12:20 13:17 38:3 47:9 48:18 78:6 106:23 107:25 129:11 substantive 14:2 substitute 42:11 substitution 36:4 37:18 54:14 57:16 succeed 143:1 suite 3:6,12,18 3:24 4:6 supervision 153:9 supply 3:8 7:5 8:18 46:3 support 40:12 61:21 115:18 supported 42:9 105:17 supporting 61:8 supports 58:9 supposed 59:17 supposedly 60:2
--	---	---	---

[sure - testified]

sure 16:7 18:9 32:16 36:7 41:6,10 43:1 45:1,16 47:21 48:5 49:15 52:5 57:5 70:8 70:11 88:8,10 88:22 92:13 99:17 100:7 106:18 113:4 118:24 119:14 120:16 122:22 125:2 127:8 132:11 139:21 143:4 surprise 33:13 33:18 87:11,15 susan 6:18 swear 9:14 sworn 9:16 system 36:15 36:16 37:3,4,7 39:14 57:24,25 57:25 58:16 64:9 74:8,15 78:3 86:25 89:19,21,23 124:23,25 126:9,10 136:17,18,20 137:7,14 147:15	t t 5:1,10 6:1 7:1 8:1 144:4 take 5:12 19:4 24:3 30:15 48:2,3 73:22 78:2 90:21 91:16 113:23 114:23 124:2 124:25 131:11 131:21 136:4 141:19 142:10 152:11 taken 9:8 71:18 73:4 93:18 141:24 153:6 takes 23:24 76:18 94:19 talk 11:3,4 12:17 22:7 23:15 32:19 36:11 47:4,13 47:17 74:1 77:18 103:13 108:25 143:10 talked 50:11 57:24 78:6,25 89:23 94:5 143:14 146:21 147:5,6 talking 33:19 33:23 34:1 38:6 45:19 76:21 77:16 95:22 98:20	102:18 118:23 132:19 135:2,3 145:16,23 149:21 151:12 151:20 task 50:17 taylor 8:5 34:4 38:14 115:11 116:15,18,20 116:23 team 34:3,4 38:4,10,12,14 38:19 105:12 116:22 139:25 143:21 technically 86:24 87:8 technological 28:18 technology 14:17 telecom 20:16 22:17 23:1 24:19 25:12 51:2 115:15,25 120:13 tell 24:14 25:20 36:22 40:23 41:12 52:25 67:19 69:23 72:22,22 87:7 98:15 99:7 100:25 105:10 105:10 113:22 119:8 130:24	telling 82:25 99:21 100:5 104:18 112:8 119:17 121:4 122:25 123:1 tells 39:14 129:13,14 temperature 114:19 ten 11:17 48:3 131:21 tend 142:21 tennessee 3:12 153:5 tenure 147:7 term 8:6 17:6 21:2 33:5 35:11 39:1 41:3 81:10 86:20 92:4 115:13,15,18 132:6,25 terminated 43:2 58:12 termination 59:18 92:20 99:1 148:8,9 terms 20:6 36:12 97:12 147:7 testified 9:17 10:25 58:19 71:25 117:20 122:10 130:11 140:13,17
--	---	---	--

[testify - timing]

testify 10:8 12:10,14 47:4 47:18,20 143:7	132:20 137:12 things 36:2 41:18 49:21 54:11 58:1 67:1 81:2 86:8 95:25 119:21 123:2 136:21 143:16	122:21 126:15 126:16 127:8,9 127:25 128:5 129:7 131:1 132:19 133:9 135:7,18,21 138:8 140:13 142:20 143:7 143:25 144:5 145:11,12,21 147:3 148:13 148:16,25 149:3 150:4,4	33:15,24 35:17 36:20 37:2,22 42:15 43:25 48:12 50:18 54:19 55:11,14 57:2 58:22 59:25 62:8 63:12 64:11 65:23 67:15 77:15 78:7,22 79:24,25 81:10 83:22 86:7,12 86:15 90:23 91:24 92:12 93:2,25 97:1 98:10,25 99:18 99:23 100:4,15 100:19 102:23 103:4,11 104:16 111:25 112:19 113:3 117:14 118:2,2 118:15,16 119:1,17 121:10 126:17 132:4 133:20 136:4 141:16 148:4 149:3 150:24 153:7
testimony 47:17 56:10 59:14 71:21 87:16 88:21 92:16 109:3 122:12,13 127:3 138:12 145:5,8 151:4	think 17:25 28:1,7 32:22 35:17 36:16 38:12,19 41:14 41:18 42:6,12 42:25,25 43:12 45:2,2 49:2,10 49:13 50:10,21 56:19 58:19 61:15,20 62:19 65:6,14 67:3 67:11,14,14,17 67:24 70:2 71:2,5 72:2,4 72:10,21,25 77:23,24 78:15 81:8 82:2 86:12,24 88:3 90:23 93:11,13 94:13 95:19 98:10 103:22 104:10 108:23 110:5 113:17 114:3 116:3,7 116:22 118:3,8 118:13,14 119:4 120:1	thinking 63:13 63:17 104:14 105:10,11 119:9 140:21 third 14:24 35:1,12 66:20 90:8 138:1 thought 32:16 80:2 91:17 92:22 93:6,9 113:20 118:3 120:15 139:4 thousand 14:23 77:17 95:20 132:12 three 38:20 83:7 tie 27:20 time 9:13,22 22:3 23:4,8 24:3,11 30:25 31:20 33:8,14	57:2 58:22 59:25 62:8 63:12 64:11 65:23 67:15 77:15 78:7,22 79:24,25 81:10 83:22 86:7,12 86:15 90:23 91:24 92:12 93:2,25 97:1 98:10,25 99:18 99:23 100:4,15 100:19 102:23 103:4,11 104:16 111:25 112:19 113:3 117:14 118:2,2 118:15,16 119:1,17 121:10 126:17 132:4 133:20 136:4 141:16 148:4 149:3 150:24 153:7
texas 1:1,14 3:6 3:18,24 4:6 9:1 11:12,16 30:2			
thank 12:16 13:20 19:20 22:14 23:18 25:3,9 29:11 33:22 36:5 39:17 42:16 48:11 55:7 56:7 60:4 62:21 65:25 68:13 88:9 97:4,5,8 106:19 114:9 114:18 129:15 132:3 136:5 138:7 140:8 144:18,20,25			
thereof 153:12			
thing 38:15 71:10 72:22 126:4 127:7 129:14 130:25			times 72:25 83:7 109:8 136:12 142:3 timing 25:19 100:7

[title - trying]

title 17:25 21:20 82:18 141:9 today 12:10 13:13,16 42:8 43:16 53:23 56:13 58:24 59:4 68:3 72:4 81:12 82:24 83:4 87:16 88:21 91:11 92:17 97:4 103:23 105:16 109:3 122:13 131:2 132:4 134:24 151:2 together 48:21 toggle 24:25 told 50:19 55:24,25 82:25 95:19 122:2 ton 122:19 126:11 took 33:9 36:3 39:8 78:18 91:1 93:25 top 6:17 7:13 7:16,20,23 8:7 8:11 65:14,18 109:19 117:12 topic 11:23 46:17 47:5,10 47:18 49:25 50:7 53:19 62:20	topics 5:15 10:13 11:24 12:4,7,11,13 13:1,8,17 47:19 135:10 total 90:5 95:16 tracking 79:1 transact 55:16 128:19,25 146:16 transaction 8:16 19:24 23:5,6 33:10 35:25 38:16 39:3 42:15 52:19 55:4 61:3,4,7,11,13 61:22 69:17,25 70:8,10 71:8 71:24 73:21 74:16 75:2,12 76:10,13 77:24 78:17 80:12,17 93:10,17 94:22 124:22 126:25 128:8 136:15 136:19,22 147:9 148:2 149:20 transactions 54:4 60:2 62:6 87:1 135:4 138:11 146:17 147:14,14	transcribed 153:8 transcript 114:25 115:2 121:14,20,25 153:14 transfer 40:3,8 41:5,20 42:24 44:1,13 50:2 54:7 56:12 59:5,23 62:2 69:19,24 70:5 70:9,15,19,20 71:23 80:8 85:4 86:2 97:16 109:21 109:23 121:18 122:6,16 124:7 138:20 transferred 35:24 56:14 80:23 85:1 122:11 146:2 transfers 135:1 transition 126:9 transitioned 118:25 transitioning 119:1 travel 74:15 travis 3:23 treasury 50:9 tried 76:22 93:6 116:3	136:11 trouble 110:15 troubling 121:16 122:3 true 10:12 24:22 26:13 48:17 55:6 75:4 121:15 122:13 124:12 125:20 127:9 149:25 truly 93:16 trust 33:5,9 113:10 trustee 3:20 4:3 43:19 110:23 111:14 120:19 121:14,20 132:8 134:23 144:24 150:5 trustee's 7:6 trustees 111:4 trusts 145:15 truthfulness 119:5 try 13:22,25 58:5 68:22 80:3 81:16 122:8 trying 28:15 44:23 50:15 53:19 59:19 62:3,8 73:25 75:21 76:11 79:15,17,25
--	--	---	---

[trying - viable]

80:11,17 81:5 83:1 86:10 91:24 92:19 99:7 100:12,20 102:25 104:15 105:4 111:22 113:3,18 114:6 115:14 117:24 118:15 119:17 119:22,23 120:25 121:11 122:23 129:24 142:10 turn 9:13 twice 42:19 two 11:19 13:5 20:24 21:9,13 22:5 25:22 27:21 30:11,13 30:21,22 33:8 35:17,19 41:18 48:22 49:5,8 54:3 59:15 75:2,10 76:24 77:20 86:8 90:5,15 91:7 92:13 94:11 96:14 101:15 101:17 104:3 106:16 107:10 107:24 109:1,3 111:6 119:21 125:8,8,12 132:4 140:4 141:17 145:17	145:21 twofold 92:11 type 39:12 149:15 types 136:19,19 typically 38:3 64:9 136:22 142:2,14 u ucc 31:5 36:1 43:2,11 57:7 57:19,23 58:6 58:11,16,17,21 78:10 145:20 151:13 uccs 57:1 78:4 78:6,7 ultimately 45:4 49:4 umb 3:20 7:8 97:17 134:22 unbearably 114:24 uncommon 66:14 uncooperative 33:11 under 19:8 35:19 45:25 86:19 151:13 153:8 underneath 45:11 undersigned 153:3	understand 11:5 18:15 20:1,24 21:21 27:12 50:15 59:20 76:16 80:1,12,14 96:25 116:6,14 130:13 147:13 147:19 understanding 10:7 15:6 16:22 21:2,25 24:20 25:20 53:20 55:13,21 56:11 62:25 70:14,18 104:15 110:8 132:18,24 133:1,13 135:15 understood 11:7 12:24 23:25 28:13 107:18 140:3 unique 137:4 united 1:1 unquote 42:10 89:11 91:1 102:21 unreasonable 42:13 unsecured 24:13 43:20 79:8	untruthful 119:8 unwind 94:22 update 107:16 upload 28:16 us.dlapiper.c... 3:19 use 17:6 20:14 30:20 86:17 87:1 99:20 132:6 136:25 137:14 used 94:3 user 126:13 uses 136:18 using 92:4 v valid 78:14 153:4 value 55:8,19 56:3 133:14,18 vargeroplos 3:7 variety 33:6 37:19,21 50:12 67:1 86:17 various 135:1 143:16 144:9 verification 140:6 veritext 9:12 version 89:24 versions 118:17 viable 102:16
--	--	---	---

[vice - workout]

vice 10:18	124:5 127:12	88:17 89:13,23	withdrawal
victoria 3:4	131:9 135:22	94:5 98:16	44:12 52:2
13:2 145:6	138:9 141:24	100:3 104:25	53:6 62:12
video 9:6	143:1 152:11	113:9 118:25	withdrawn
videoconfere...	wanted 58:5	121:6 125:6,21	48:25
1:13 2:1,5 3:5	91:24 92:13	130:2 131:14	witness 1:14
3:11,17,23 4:5	99:10 101:4	143:16	5:3 9:14,16
4:9	131:7,7 136:24	wednesday	19:12 24:25
videographer	wanting 54:13	1:15 2:4 9:1,4	25:3,5 32:11
4:12 9:4,12	99:18 103:5	weeds 125:25	52:4,14 60:10
48:6,9 84:2,5	warrant 63:11	week 67:15	60:16 64:18
131:24 132:1	watch 131:17	111:10,11	65:13 66:22
134:7,14,17	water 114:13	141:17	81:11,22 82:7
152:10,14	114:17	weeks 110:18	84:10 104:7,13
videotaped	way 13:23 41:8	went 37:18	106:25 110:12
1:13 2:1	43:9 44:9	45:3 49:3 76:7	114:12 115:1
view 139:8	54:12 58:7,8	110:6	117:6 127:17
viewed 79:8	58:23 62:4	west 1:25 2:4	128:4 130:20
w	71:23 77:11	153:18	131:14,19
waiting 26:20	83:8 86:18	whatnot 36:1	133:17,22
34:11 51:13	88:7 93:5,8	whereof 153:15	135:16 139:3
98:15 150:5	94:12,20	white 90:4	142:13 144:16
walk 136:11	104:20 115:20	wiebe 8:5	147:25 153:15
walker 3:4 13:3	116:2 125:4	115:11	words 104:21
120:11	137:1 139:14	wife 116:25	work 80:17
want 16:9 24:3	153:11	wilkinson 6:19	107:22 113:3
25:1 29:4	ways 76:24	willing 126:4	119:18,23
42:12 43:14	we've 39:15	willingness	135:2
47:9 52:5 54:5	41:14 45:19	54:10	worked 10:20
60:14 61:9	46:8 49:18	winter 118:3	working 11:13
71:22 76:23	53:8 55:25	wired 136:20	38:15,16 42:14
81:15 83:18,19	56:24 57:24	wish 49:12	96:20 113:19
91:21,22,22	59:8 63:9 70:3	withdraw	139:13 143:16
99:15,22 100:6	78:18 79:14,24	138:17	workout 83:2
101:1,1 122:20	80:19 83:1		117:24 122:18

[works - zoom]

works 139:25 144:3	147:25 149:17
world 11:18	year 23:11,12
worried 63:4	23:16,16 32:18
worth 81:3	32:20 35:13
132:12	72:8 140:20,24
wrap 132:5	years 10:23
write 52:4	11:17 113:11
75:23	yecj 126:13
writes 97:10	yenne 6:17,22
108:11 109:16	34:4 38:13
writing 115:10	65:19,21,24
149:16	66:1,19 67:3
wrong 42:4	116:23 143:8
53:24 69:2	143:10,22
122:9 139:16	144:8
140:11	yenne's 116:25
wrote 122:17	yep 69:14
x	88:13 130:1
x 5:1,1,10,10	yhsa 40:4,19
6:1,1 7:1,1 8:1	44:14
8:1 153:14	z
y	zach 120:15
y 126:13 144:4	zachary 8:5
y'all 83:18,22	115:11
104:14 115:1	zero 74:5,12
yeah 25:2	105:13
38:12 45:2	zeroed 74:3
53:4 65:15	zoom 9:11
83:21 103:18	
110:14 134:4,9	
136:16 139:3	
141:10 142:1	
145:14 147:3	

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.